

This is not a service agreement and does not impose any contractual obligations. This is a disclosure document only.

Responsibilities of buyers and sellers—As a buyer or seller you should carefully read all documents and understand what you are signing. If you need specialized advice, consult other professionals, such as lawyers, accountants, home inspectors, contractors, engineers and surveyors. Always obtain written confirmation about details you and your licensee feel are pertinent to a successful transaction. Licensees must ensure that they provide and explain disclosures in accordance with the By-law, and in accordance with any agreement/ acknowledgement with a client or an unrepresented party. Before entering into a service agreement with a brokerage, make sure you have a conversation with the licensee about their availability and your expectations. If their availability is limited, make sure this is reflected in the service agreement.

TWO AGENCY MODELS

There are two different agency models practiced by brokerages in Nova Scotia: common law agency and designated agency. The licensee reviewing this agency form with you will indicate which model their brokerage uses.

COMMON LAW AGENCY

Under common law, agency is with the brokerage. All agents licensed with the brokerage represent all of the clients of the brokerage and are deemed to know all relevant information about those clients. For example, when any agent at a common law brokerage enters into agency with a buyer/seller, every agent at the brokerage is immediately considered to be a representative of that buyer/seller and owes that buyer/seller undivided loyalty, advice and advocacy. This is why a common law brokerage that represents a buyer and a seller in a single transaction must substantially limit their duties to each party and employ transaction brokerage or refer to another brokerage or treat one party as an unrepresented party.

DESIGNATED AGENCY

Under designated agency, the agency relationship is only with the designated agent(s) specified in the brokerage agreement, not with the brokerage, and not with any other agent licensed with the brokerage. Unlike common law, when any agent(s) at a designated agency brokerage enters into agency with a buyer/seller, only the agent(s) specified in the brokerage agreement as the designated agent(s) represents the buyer/seller and owes that buyer/seller undivided loyalty, advice and advocacy. It is the brokerage's job to put policies and procedures in place to protect the confidential information of all brokerage clients and ensure the designated agent(s) does not communicate any information prejudicial to the interests of clients to other licensees of the brokerage. This is how a designated agency brokerage can represent a buyer and a seller in a single transaction with full agency representation to both parties, as long as both parties have different designated agents.

DEFINITIONS

The following terms are used in most NSREC mandatory forms.

Brokerage—the real estate company under which the individual salesperson, associate broker, managing associate broker or broker is licensed.

Buyer—a person acquiring or attempting to acquire an interest in real estate by purchase.

Client—a Buyer/Seller who has engaged a brokerage/designated agent(s) in an agency relationship to act for them, and on their behalf, either to buy or sell real estate.

Facilitation Services—services that do not require the exercising of discretion or judgment, giving confidential advice or advocating on behalf of either the buyer(s) or the seller.

Material Latent Defect—a defect that cannot be discerned through a reasonable inspection of the property, including, but not limited to, any of the following:

- a defect that renders the real estate dangerous or potentially dangerous to the occupants, unfit for habitation, or unfit for the purpose for which a party is acquiring it if the party has made that purpose known to the licensee or the licensee has otherwise become aware of that purpose;
- a defect that would involve significant expense to remedy, such that it would reasonably be seen to have impacted the decision of a buyer to purchase the property;
- any outstanding notices, directives, or orders with respect to the property, that are not a matter of public record; or
- a lack of appropriate municipal building and other permits respecting the real estate.

Purchase—includes any trade, exchange, option, lease or other acquisition of an interest in real estate.

Sale—includes any trade, exchange, option, lease or other disposition of an interest in real estate.

Seller—a person disposing or attempting to dispose of an interest in real estate by sale.

Trade or Trading—includes a disposition or acquisition of or transaction in real estate by sale, purchase, agreement for sale, exchange, option, commercial lease or rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in furtherance of any disposition, acquisition, transaction, offer or attempt.

Transaction Brokerage—a relationship in which a brokerage and/or a designated agent provides facilitation services to the buyer and the seller in the same trade.

Unrepresented Party—a person who is engaged with a brokerage in a non-agency relationship to buy or sell real estate.

CLIENT RELATIONSHIP

Real estate representatives work with clients in a legal relationship called agency. As the client, the agency relationship exists between you and the brokerage under common law agency, or between you and the designated agent(s) under designated agency. The essence of the agency relationship is that the brokerage and/or the designated agent(s) has the authority to represent you as a client in real estate dealings with others.

Brokerages and/or designated agents are legally obligated to protect and promote your interests. Your agent has the following duties:

- ✓ to protect and promote your negotiating position at all times;
- ✓ to disclose all relevant facts about a property or a transaction, including material latent defects and per by-law 733, conflicts of interest;
- ✓ to obey all your lawful instructions;
- ✓ to provide undivided loyalty;
- ✓ to act in your best interest;
- ✓ to maintain your confidential information;
- ✓ to exercise reasonable care and skill in performing all assigned duties; and
- ✓ to account for all money and property placed in their possession while acting on your behalf.

Your agent will also:

- ✓ explain real estate terms and practices;
- ✓ provide and explain forms used;
- ✓ identify and estimate service costs of other professionals involved in a transaction;
- ✓ assist you with negotiation;
- ✓ prepare offers and counter offers at your direction;
- ✓ present all offers promptly;
- ✓ give you true copies of all agreements;
- ✓ advise you to obtain expert advice when necessary; and
- ✓ keep you fully informed regarding the transaction.

CONFLICT OF INTEREST

Brokerages or designated agents must not provide real estate services, including representation, to a prospective client or client or continue to provide services to a client where the interests of the licensee conflict or may conflict with the interests of the client unless the licensee has:

- disclosed to the client or prospective client any transaction or relationship that gives rise to or could reasonably be expected to give rise to a conflict of interest;

- b) advised the client or prospective client to seek professional advice with respect to the disclosure may under subsection (a);
- c) taken all reasonable steps to ensure that the client or prospective client has demonstrated a reasonable understanding of the conflict or prospective conflict of interest; and
- d) obtained informed consent from the client or prospective client, in writing, to the provision of services by the licensee despite the conflict or prospective conflict of interest.

TRANSACTION BROKERAGE

IMPORTANT: If you are in transaction brokerage do not provide the transaction facilitator with any information you do not want the other party to know, subject to limitations defined in other agreement(s).

Transaction brokerage occurs when a real estate brokerage or a designated agent(s) enters into an agreement, in which the brokerage or the designated agent(s) acts as an impartial facilitator for the seller and the buyer in the same trade.

As an impartial facilitator, the brokerage or the designated agent(s) treats the buyer and the seller in an even-handed and impartial manner. Under transaction brokerage, the brokerage or the designated agent(s) acts as an impartial facilitator for both parties, not exclusively in the best interest of one party as the brokerage or designated agent(s) would in a client relationship.

No one is obligated to proceed with a real estate transaction under transaction brokerage. Both the buyer and seller must be provided with an opportunity to obtain independent advice.

Either the seller or the buyer may obtain representation from another brokerage and/or designated agent(s), or be treated as a unrepresented party as an alternative to transaction brokerage. All parties must consent, in writing, to transaction brokerage before an Agreement of Purchase and Sale is prepared. Failing which, treat one party as a unrepresented party, or be referred to another brokerage/designated agent(s) to receive representation.

Under transaction brokerage, the impartial facilitator will, for both the buyer and seller include the following, but not limited to:

- ✓ explain real estate terms and practices; and
- ✓ identify and estimate service costs of other professionals involved in a transaction.

Under this relationship, the impartial facilitator cannot:

- ✗ provide utmost loyalty to the Buyer and the Seller;
- ✗ act in the best interests of either the Buyer or the Seller;
- ✗ offer advice or recommendations to either the Buyer or the Seller; and
- ✗ disclose confidential information learned in the previous relationships to either the Buyer or the Seller.

UNREPRESENTED PARTY RELATIONSHIP

IMPORTANT: If you are in an unrepresented party relationship do not provide the licensee with any information you do not want the other party to know, subject to limitations defined in other agreement(s).

A buyer or a seller may also choose to use the services of a licensee without an agency relationship. For example, this might occur when a licensee is showing you their seller client's property or when they approach a seller directly on behalf of their buyer client.

In this relationship, the licensee has a legal and ethical duty to provide accurate and honest answers to questions and can provide the following services:

- ✓ explain real estate terms and practices; and
- ✓ identify and estimate service costs of other professionals involved in a transaction.

The licensee cannot:

- ✗ provide you utmost loyalty;
- ✗ act in your best interests;
- ✗ offer you advice or recommendations; and
- ✗ if applicable, disclose your confidential information learned in previous relationships.

PRIVACY AND USE OF PERSONAL INFORMATION

Licensees respect the privacy expectations of consumers and the requirements imposed by law. Your informed consent is required for the collection, use and retention of your personal information. Making you aware of how your personal information will be used, to whom it will be disclosed and how long it will be stored forms a basis of a relationship of trust between you and your licensee.

Licensees are required by federal law to collect information that confirms the identity of buyers and sellers. In addition, to assist in the marketing and sale of a property, licensees must collect information including: listing price, purchase price, listing duration, interior and exterior photos and assessment information. Your licensee must disclose the information collected to his or her broker.

Licensees will disclose the information to other brokerages, potential buyers and interested parties during the course of marketing of the property for sale, as well as through the sales process. In addition, all or some of it will be disclosed to the Nova Scotia Association of REALTORS®, government departments, appraisers, municipal organizations and others. Some of the information will be compiled in statistics for use in comparative sales analyses by appraisers and brokerages, as well as consumers. Some or all of the information, including the purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.

I understand that the brokerage/real estate licensees have an obligation to comply with the provisions of the *Nova Scotia Real Estate Trading Act* (the "Act"), and NSREC By-law, and that this may include providing my personal information to the NSREC for the purpose of audit, inspection, review and related purposes. I consent to the disclosure of my personal information as identified above.

Retention of Information: All information is collected and retained by the brokerage for at least seven (7) years. This allows the brokerages to meet its obligations to all government and regulatory authorities.

ACKNOWLEDGEMENT

I acknowledge having received and read this agency form from the licensee named below and have obtained satisfactory answers to any questions that it raised. I understand the relationships that may occur between a Brokerage/Designated Agent(s) and me. I further understand that I may sign additional documentation acknowledging the type of relationship that I will receive.

Name of licensee: _____

Brokerage: _____

Agency model practiced: ☐ Common Law
☐ Designated Agency

Signature of Seller/Buyer: _____

Signature of Seller/Buyer: _____

Date: _____

This is not a service agreement and does not impose any contractual obligations.

If you have concerns or questions about your real estate transaction, contact the Nova Scotia Real Estate Commission

P: 902-468-3511 • 601-1595 Bedford Highway, Bedford, NS, B4A 3Y4 • www.nsrec.ns.ca • info@nsrec.ns.ca

BUYER UNREPRESENTED PARTY ACKNOWLEDGEMENT

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.

There is no agency between the Buyer and the Brokerage or any of its Representatives. As an unrepresented party, the Buyer should not provide the licensee with any information they do not want the Seller to know.

The Buyer:

and

The Brokerage:

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Buyer Email 1: _____

Email: _____

Buyer Email 2: _____

The Buyer requests the Brokerage to provide facilitation services to the Buyer in purchasing the Client's property (the Property), known as:

PID(s)/Serial #: _____

THE BUYER HEREBY ACKNOWLEDGES THAT:

1. No Agency Representation

1.1. The Buyer has received and read both this Acknowledgement and the Working With the Real Estate Industry form and has agreed to be treated as an unrepresented party. Further, the Buyer has been given the opportunity to request further information and independent advice concerning this Acknowledgement and the representation relationships described in the Working With the Real Estate Industry form. The Buyer acknowledges that the Brokerage or any of its Representatives will not:

- a) provide any agency representation, together with its advantages, protection and services;
- b) owe any agency obligations and, in particular, any fiduciary obligations;
- c) provide any services that require the exercise of discretion, judgment, the giving of confidential advice, or advocating on behalf of the Buyer; and
- d) have obligations to the unrepresented party with respect to avoiding conflicts of interest or negotiation of favourable terms.

1.2. The Buyer has been explained the risks that may arise from continuing as an unrepresented party, including the benefits of client representation that cannot be offered to the unrepresented party by the brokerage or designated agent.

1.3. The Buyer has the right to obtain their own representation at any time, but they may owe remuneration to that brokerage.

2. Seller Relationship

2.1. The Buyer acknowledges that the Brokerage or any of its Representatives may provide agency representation to the Seller, and as the Agent, are obligated to:

- a) always act in the best interests of the Seller;
- b) provide information or advice to the Seller that may not be in the interests of the Buyer; and
- c) communicate to the Seller all information, whether or not of a confidential nature, that they receive from the Buyer except for confidential information acquired in a prior agency relationship with the Buyer.

3. General Obligations to Buyer

3.1. The Brokerage Representative(s) obligations to the Buyer are limited to:

- a) exercising reasonable care and skill in the provision of such services as may be provided under clause 4;
- b) not negligently or knowingly providing false or misleading information;
- c) presenting to the Buyer, in a timely manner, all counter-offers from the Seller;
- d) conveying to the Seller, in a timely manner, all information that the Buyer wishes to have communicated to the Seller;
- e) keeping the Buyer informed regarding the progress of the transaction;
- f) holding deposits received with respect to a transaction in the Brokerage's trust account in accordance with the *Nova Scotia Real Estate Trading Act*;
- g) complying with the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law; and
- h) providing and explaining disclosures in accordance with the By-law, and in accordance with any agreement/acknowledgement.

3.2. **Disclosure of Availability:** The Licensee has disclosed that they will be regularly available, subject to any exceptions outlined in clause 3.3.

3.3. If applicable, the Licensee has disclosed that they will not be available on the following dates/times: _____

4. Services Provided to Buyer

4.1. The Brokerage may provide the Buyer the following:

- a) real estate statistics and information on the Property, including comparable property information;
- b) use of NSREC-approved forms and assistance in their preparation in accordance with the instructions of the Buyer; and
- c) the names of real estate service providers.

5. Buyer's Obligations

- 5.1. The Buyer agrees that related documentation may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.
- 5.2. The Buyer will immediately advise the Brokerage of any material change(s) in the information provided.

6. Use of Information

- 6.1. The Buyer acknowledges the Brokerage shall use, disclose and retain all information relating to services provided by the Brokerage.

7. Additional Provisions

8. This Acknowledgement

- 8.1. The Buyer agrees that:
- this Acknowledgement will be governed by the laws of the Province of Nova Scotia;
 - if there is conflict or discrepancy between any provision added to this Acknowledgement 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; and
 - this Acknowledgement shall be read with all changes of number and gender required by the context.

This is not a service agreement and does not impose any contractual obligations.

The Buyer acknowledges there are no representations, warranties, collateral agreements or conditions which affect this Acknowledgement other than as expressed herein.

The Buyer hereby acknowledges having read and accepts this Acknowledgement on the terms set forth, and has received a true copy of this Acknowledgement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Brokerage Representative

Date

**THESE VERSIONS
EFFECTIVE
STARTING
JULY 1, 2025**



SELLER UNREPRESENTED PARTY ACKNOWLEDGEMENT AND FEE 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.

There is no agency between the Seller and the Brokerage or any of its Representatives. As an unrepresented party, the Seller should not provide the licensee with any information they do not want the Buyer to know.

The Seller: _____ **and** _____ **The Brokerage:** _____

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Seller Email 1: _____

Email: _____

Seller Email 2: _____

With respect to the Seller and the Seller's property (the Property) known as:

PID(s)/Serial #: _____

THE SELLER HEREBY ACKNOWLEDGES AND AGREES THAT:

1. Agreement

1.1. This Agreement is between the Seller and the Brokerage in consideration of the Brokerage Representative(s) introducing the Buyer:

_____ to the Seller and the Property.

2. Effective Dates

2.1. This Agreement will commence on the _____ day of _____, 20_____, and will expire at 11:59 p.m. Atlantic Time on the _____ day of _____, 20_____.

3. No Agency Representation

3.1. The Seller has received and read both this Agreement and the Working With the Real Estate Industry form and has agreed to be treated as an unrepresented party. Further, the Seller has been given the opportunity to request further information and independent advice concerning this Acknowledgement and the representation relationships described in the Working With the Real Estate Industry form. The Seller acknowledges that the Brokerage or any of its Representatives will not:

- a) provide any agency representation, together with its advantages, protection and services;
- b) owe any agency obligations and, in particular, any fiduciary obligations;
- c) provide any services that require the exercise of discretion, judgment, the giving of confidential advice, or advocating on behalf of the Seller; and
- d) have obligations to the unrepresented party with respect to avoiding conflicts of interest or negotiation of favourable terms.

3.2. The Seller has been explained the risks that may arise from continuing as an unrepresented party, including the benefits of client representation that cannot be offered to the unrepresented party by the brokerage or designated agent(s).

4. Buyer Relationship

4.1. The Seller acknowledges that the Brokerage or any of its Representatives may provide agency representation to the Buyer, and as Agent, are obligated to:

- a) provide information or advice to the Buyer that may not be in the interests of the Seller; and
- b) communicate to the Buyer all information, whether or not of a confidential nature, that it receives from the Seller except for confidential information acquired in a prior agency relationship with the Seller.

5. General Obligations to Seller

5.1. The Brokerage Representative(s) obligations to the Seller are limited to:

- a) exercising reasonable care and skill in the provision of such services as may be provided under clause 6;
- b) not negligently or knowingly providing false or misleading information;
- c) presenting to the Seller, in a timely manner, all offers and counter-offers to and from the Buyer regardless of whether the Property is already the subject of an accepted or unaccepted offer;
- d) conveying to the Buyer, in a timely manner, all information that the Seller wishes to have communicated to the Buyer;
- e) keeping the Seller informed regarding the progress of the transaction;
- f) holding deposits received with respect to a transaction in the Brokerage's trust account in accordance with the *Nova Scotia Real Estate Trading Act*;
- g) complying with the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law; and
- h) providing and explaining disclosures in accordance with the By-law, and in accordance with any agreement/acknowledgement.

5.2. **Disclosure of Availability:** The Licensee has disclosed that they will be regularly available, subject to any exceptions outlined in clause 5.3.

5.3. If applicable, the Licensee has disclosed that they will not be available on the following dates/times: _____

6. Services Provided to Seller

6.1. The Brokerage may provide the Seller the following:

- real estate statistics and information on the Property, including comparable property information;
- use of NSREC-approved forms and assistance in their preparation in accordance with the instructions of the Seller; and
- the names of real estate service providers.

7. Seller Obligations

7.1. The Seller warrants that the Seller has the sole authority to sell the Property and to enter into this Agreement.

7.2. It is the Seller's responsibility to determine whether the proposed transaction is subject to HST and the Seller is advised to obtain whatever professional assistance the Seller deems necessary to make that decision.

7.3. The Seller is obligated to disclose to the Brokerage, in writing, all material latent defects affecting the Property known to the Seller.

7.4. The Seller agrees that related documentation may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.

7.5. **Indemnification:** The Seller will hold harmless the Brokerage and any co-operating brokerage for any claims that may arise from their reliance on representations made and information provided by the Seller.

8. Brokerage's Remuneration

8.1. The Seller 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).

8.2. **Payment of Remuneration:** The Brokerage's remuneration will be paid per 8.1 on closing if, during the term of this Agreement, a legally enforceable Agreement of Purchase and Sale is entered into between the Seller and the Buyer AND the purchase is completed OR the Seller, without legal justification, fails to complete the purchase.

8.3. **Deduction of Brokerage Remuneration from Deposit and Proceeds of Sale:** The Seller authorizes the Brokerage to deduct the fee owed the Brokerage from the deposit, if any, held by the Brokerage, and the Seller will instruct any lawyer acting for the Seller to deduct any outstanding balance of the fee from the proceeds of sale and pay the same to the Brokerage.

13. Acceptance

The Seller acknowledges there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Seller hereby agrees and acknowledges having read and accepts this Agreement on the terms set forth, and has received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date

9. Use of Information

9.1. The Seller authorizes the Brokerage to use, disclose and retain all information relating to services provided by the Brokerage, including disclosing property information to the Buyer.

10. Termination of this Agreement

10.1. Without prejudice to the acquired rights of the Seller or the Brokerage, this Agreement will terminate:

- on the expiration date of this Agreement as specified in clause 2;
- an earlier date than that specified in clause 2, if mutually agreed to by the Seller and the Brokerage in writing;
- on a completed sale of the Property prior to the expiration date of this Agreement as specified in clause 2;
- on the suspension or cancellation of the Brokerage's licence to trade in real estate;
- on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
- at the option of the non-defaulting party, exercised in writing, on a material breach of any of the terms of this Agreement by either the Seller or the Brokerage;
- at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Seller to satisfy this Agreement; or
- at the option of the Seller, if after reasonable effort, the Seller is unable to contact the Brokerage to satisfy this Agreement.

11. Additional Provisions

12. This Agreement

12.1. The Seller agrees that:

- this Agreement will be governed by the laws of the Province of Nova Scotia;
- no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and the Brokerage;
- 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; and
- this Agreement shall be read with all changes of number and gender required by the context.

SELLER 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 Seller Brokerage Agreement (this Agreement) is between:

The Seller:

and

The Brokerage:

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Seller Email 1: _____

Email: _____

Seller Email 2: _____

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 (\$) _____ CDN)

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:

1. Effective Dates

1.1. This Agreement will commence on the _____ day of _____, 20_____, and will expire at 11:59 p.m. Atlantic Time on the _____ day of _____, 20_____.

2. Type of Listing

2.1. The Seller authorizes that the Property be listed:

- a) ☐ with the Multiple Listing Service (MLS®) of the Nova Scotia Association of REALTORS® (NSAR);

OR

- b) ☐ Exclusively with the Brokerage and instructs the Brokerage to _____ co-operate OR _____ not co-operate with all other brokerages. The Seller acknowledges that should "not co-operate" be selected, the Seller may lose opportunities to sell the Property.

3. Seller's Obligations

3.1. The Seller warrants that:

- a) the Seller has the sole authority to sell the Property and to enter into this Agreement;
- b) the Seller has disclosed to the Brokerage all third party claims and interests in the Property known to the Seller;
- c) the Property is not currently the subject of any other Seller Brokerage Agreement/Seller Designated Brokerage Agreement;
- d) the Seller has disclosed to the Brokerage, in writing, all material latent defects, as defined in Form 100: Working With the Real Estate Industry, affecting the Property known to the Seller;
- e) the Seller will provide the Brokerage with all information necessary for the listing and marketing of the Property;
- f) the Seller will make the Property available for showings at times acceptable to the Seller and, if applicable, tenants;

- g) all information provided to the Brokerage is accurate to the best of the Seller's knowledge;
- h) the Seller will immediately advise the Brokerage of any material change in the physical condition or status of the Property or in the information provided by the Seller; and
- i) the Seller 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.

3.2. **Referral of Inquiries:** The Seller will immediately advise the Brokerage during the term of this Agreement:

- a) of all inquiries by interested buyers or their representatives received by the Seller, and will deliver all offers to purchase received by the Seller to the Brokerage during the term of this Agreement; and
- b) during the Holdover Period (clause 7.4) of any accepted offers presented to the Seller by, or made by the Seller to, a buyer who was introduced to the Property during the term of this Agreement.

3.3. **Indemnification:** The Seller will hold harmless the Brokerage 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 Seller.

3.4. **Seller Covenants:** The Seller agrees that:

- a) the Brokerage may represent other sellers and, subject to clause 9, buyers;
- b) the Brokerage cannot disclose to the Seller confidential information obtained through any other agency relationship to which the Brokerage is or was a party;
- c) the Brokerage will not be obligated to seek additional offers to purchase while the Property is subject to an Agreement of Purchase and Sale once the conditions unrelated to title have been met; and
- d) if the Property is owned by a limited company, a sale of shares representing a controlling interest in the limited company will constitute a sale for the purposes of this Agreement.

4. Brokerage's Obligations**4.1.** The Brokerage will:

- a) use its best efforts to market the Property and to promote the interests of the Seller;
- b) subject to clause 9, act as only the Seller's agent;
- c) obey all lawful instructions of the Seller;
- 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 its best efforts to discover and disclose to the Seller all relevant facts affecting the transaction known to the Brokerage;
- g) disclose to buyers all material latent defects affecting the Property known to the Brokerage;
- h) advise the Seller to obtain expert advice when necessary;
- i) assist the Seller in negotiating favourable terms and conditions with a buyer and in preparing and complying with a legally binding Agreement of Purchase and Sale for the Property;
- j) keep the Seller fully informed regarding the transaction;
- k) present all offers and counter-offers promptly to and from the Seller even when the Property is already the subject to an Agreement of Purchase and Sale;
- l) hold all monies or property received by the Brokerage in trust in accordance with the provisions of the *Nova Scotia Real Estate Trading Act*;
- m) comply with the provisions of the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law;
- n) act in the best interests of the Seller; and
- o) explain all forms and documents to the Seller prior to execution.

4.2. Optional Services: The Seller requests, and the Brokerage agrees to provide, the following services:

- a) to place a "for sale" sign on the Property; YES ☐ NO ☐
- b) to install a lockbox on the Property to provide access to authorized persons; YES ☐ NO ☐
- c) to place a sold sign on the Property once the conditions unrelated to title have been met; YES ☐ NO ☐
- d) to show the Property at times acceptable to the Seller and, if any, tenants; and
- e) the services listed below:

4.3. Disclosure of Availability: The Brokerage has disclosed that they will be regularly available to service this agreement, subject to any exceptions outlined in clause 4.4.**4.4.** If applicable, the Brokerage has disclosed that they will not be available on the following dates/times: _____**5. Harmonized Sales Tax (HST)**

It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the *Excise Tax Act*. The Seller is advised to obtain whatever professional assistance the Seller deems necessary to make that decision. The Brokerage cannot make that determination.

5.1 The Seller has determined that the Property is (check one of the following):

- ☐ Exempt from HST
☐ Partially subject to HST; included in purchase price
☐ Partially subject to HST; over and above purchase price
☐ Subject to HST; included in purchase price
☐ Subject to HST; over and above purchase price

5.2 If the conveyance contemplated by this Agreement is or partially exempt from HST the Seller agrees to provide the Buyer, on or before closing date, a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.**6. Competing Offers**

- 6.1. a) In situations where competing offers are received by the Brokerage, the Seller directs the Brokerage to:
☐ inform the competing buyers that they are competing and how many buyers they are competing with; **OR**
☐ inform the competing buyers that they are competing but not how many buyers they are competing with; **OR**
☐ not inform the competing buyers that they are competing.
- b) The Seller understands that the Brokerage will not disclose the contents of any offer to the competing buyers.
- c) Should a seller change their instruction regarding disclosure of competing offers, this Agreement must be amended accordingly.

7. Brokerage's Remuneration**7.1. Remuneration:** The Seller will pay the Brokerage as remuneration:

The Seller will agree to (a), (b) or (c) individually, **or a combination of two or all options** (i.e. a percentage of the purchase price and a fee for services).

- a) _____ percent of the purchase price
- b) a flat fee of \$ _____ CDN
- c) ☐ a fee for services as specified in writing, signed by the Seller, in the Addendum attached to this Agreement.

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

7.2. Sharing of Brokerage's Remuneration: To assist in obtaining a buyer for the Property, the Seller's Brokerage will offer to each co-operating brokerage a portion of the Seller's Brokerage's remuneration in the amount of _____ % **OR** \$ _____ CDN of the purchase price of the Property plus all applicable taxes in respect to that portion of the remuneration.**7.3. Payment of Remuneration:** The Brokerage's remuneration will be paid per 7.1 on closing if, during the term of this Agreement, a legally enforceable Agreement of Purchase and Sale, from whatever source obtained, is entered into between the Seller and a buyer (other than a buyer who has been specifically excluded in writing from this Agreement) **AND** the purchase is completed **OR** the Seller, without legal justification, fails to complete the purchase.

7.4. Holdover Period: The Seller will be liable to the Brokerage for remuneration payable under this Agreement if within 180 days (the Holdover Period) of the expiration or termination of this Agreement, a legally enforceable Agreement of Purchase and Sale is entered into between the Seller and a buyer (other than a buyer who has been specifically excluded in writing from this Agreement) who was introduced to the Property or the Seller during the term of this Agreement, by whatever means or person and whether or not the Brokerage is the effective cause of such Agreement of Purchase and Sale **AND** the purchase is completed **OR** the Seller, without legal justification, fails to complete the purchase.

7.5. If this Agreement expires or is terminated without a legally enforceable Agreement of Purchase and Sale, the Seller may list with another brokerage and not be liable for remuneration payable under this Agreement.

7.6. Deduction of Remuneration from Deposit and Proceeds of Sale:

- a) Upon notice from the Seller or the Seller's lawyer that the transaction is closed, the Seller authorizes the Brokerage to apply the deposit, if any, to the Brokerage's remuneration as specified in clause 7.1.
- b) Upon closing, the Seller instructs their lawyer to pay any remuneration owed to the Brokerage from the deposit, if any held by the lawyer, and/or from the proceeds of sale as specified in clause 7.1 after it has exercised its right, if any, under clause 7.6(a).

7.7. Limitation on other Remuneration: The Brokerage agrees not to accept any other remuneration, whatever its form (including finder's fees, referral fees and gifts) and from whatever source (including the Buyer, a mortgage lender, another brokerage or contractor), directly or indirectly related to its agency under this Agreement, unless, before accepting such remuneration, the Brokerage has:

- a) fully disclosed, in writing, to the Seller all relevant facts relating to the offer of remuneration, including the maximum amount to be received; and
- b) obtained the Seller's written consent for the Brokerage receiving such remuneration.

8. Use and Distribution of Information

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

- a) disclosing all or some of it to government departments, appraisers, municipal organizations and others; and
- b) providing to present and past unrepresented parties and clients marketing materials, newsletters and other information that the Brokerage believes may be of interest to them.

8.2. The Seller, subject to clause 2.1 (a), consents to placement of the listing and purchase information by the Brokerage 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 Seller further acknowledges that some or all of the information, including the purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.

8.3. The Seller authorizes the Brokerage to publish interior pictures of the Property in its marketing. YES ☐ NO ☐

8.4. The Seller authorizes the Brokerage to allow the prospective buyer to take interior pictures of the Property. YES ☐ NO ☐

9. Change in Representative Capacity of the Brokerage

9.1. If the Brokerage has a Buyer client who wants to view the Seller's Property, the Brokerage 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 that buyer and make available the marketing information that is available to all potential buyers; however, the mere viewing of the Property will not mean that the Buyer is interested in the Property for the purposes of clause 9.2 and therefore would not create a conflict of interest between the parties; and
- c) proceed in accordance with clause 9.2 should the Buyer express interest in the Seller's property.

9.2. If the Brokerage has a Buyer client who becomes interested in the Property, the Brokerage will:

- a) immediately advise the Seller and the Buyer of the implications of concurrent representation as specified in clause 9.2 (d);
- b) give the Seller and the Buyer an opportunity to seek independent advice; and
- c) offer to continue to represent the one party, be it the seller or the buyer, with whom it first entered into an agency relationship, subject to any conflicts of interest, and the brokerage will offer the option to:
 - i) recommend the other party to another brokerage where the other party can receive the benefit of agency representation; or
 - ii) be treated as an unrepresented party (see definition in Form 100: Working With the Real Estate Industry.)
- d) If the Buyer and the Seller have been presented with the options in subsection (c)(i) or (ii) and still wish to continue the transaction with the same brokerage, without any representation, the Buyer and the Seller may be offered the option of entering into a transaction brokerage relationship prior to the preparation of the agreement to facilitate the sale of the property under the terms and conditions specified in the Transaction Brokerage Agreement.

9.3. If the interests of the Brokerage or licensee(s), including any individual in a management or ownership position, conflict or may conflict with the interests of the client, refer to by-laws 733 and 734.

10. Termination of this Agreement

10.1. Without prejudice to the acquired rights of the Seller or the Brokerage, this Agreement will terminate:

- a) on the expiration date of this Agreement as specified in clause 1;
- b) on an earlier date than that specified in clause 1 if mutually agreed to by the Seller and the Brokerage in writing;
- c) on a completed sale of the Property prior to the expiration date of this Agreement;
- d) on the suspension or termination of the Brokerage's licence to trade in real estate;
- e) on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
- f) at the option of the non-defaulting party, exercised in writing, on a material breach of any of the terms of this Agreement by either the Seller or the Brokerage;
- g) at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Seller to satisfy this Agreement; or
- h) at the option of the Seller, if after reasonable effort, the Seller is unable to contact the Brokerage to satisfy this Agreement.



11. Brokerage's Duties on Termination of the Agreement

11.1. Immediately on the expiration or termination of this Agreement, the Brokerage will:

- remove the Property from any electronic medium authorized by the Brokerage;
- cease all marketing activities on behalf of the Seller;
- remove all signs from the Property;
- return all documents and other materials provided by the Seller; and
- remove the lockbox(s) installed on the Property.

12. Continuing Duties

12.1. The termination of this Agreement does not relieve the Brokerage from its duty:

- to account for all property and money received by the Brokerage; and
- of confidentiality to the Seller.

13. Miscellaneous Provisions

13.1. The Seller agrees that:

- this Agreement will be governed by the laws of the Province of Nova Scotia and the Seller 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 Agreement;
- no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and a Brokerage Representative;
- 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 will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
- this Agreement will be read with all changes of number and gender required by the context.

14. This Agreement

14.1. This Agreement includes, if signed by the Seller and attached to this Agreement, the following documents:

- ☐ Listing Addendum
☐ Property Disclosure Statement
☐ Equipment Schedule
☐ Brokerage Addendum

15. Additional Provisions**16. Acceptance**

This Agreement will constitute the entire Agreement between the Seller and the Brokerage, and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Seller hereby agrees and acknowledges having read and accept this Agreement on the terms set forth, and have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date



SELLER 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 Seller Designated Brokerage Agreement (this Agreement) is between:

The Seller: _____ and **The Brokerage:** _____

Name: _____ Brokerage Name: _____

Name: _____

Address: _____

CITY _____ POSTAL CODE _____ CITY _____ POSTAL CODE _____

Phone: _____ Phone: _____

Seller Email 1: _____ Email: _____

Seller Email 2: _____

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 (\$) _____ CDN)

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:

1. Appointment of Designated Agent(s)

1.1. This Agreement is entered into by the Seller 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(s); and
- b) the Brokerage is prepared to designate a separate agent to act as the sole agent, and in the interests, of the Seller. The Brokerage may also designate separate agents for any buyer(s) interested in the Property also represented by the Brokerage.

The Brokerage designates:

As the Designated Agent(s) to serve as sole agent for the Seller, subject to clause 11. If additional space is required, ☐ see Addendum.

1.2. If for any reason, the Designated Agent(s) ceases to be licensed with the Brokerage, the Brokerage will designate another member of the Brokerage to serve as the sole agent for the Seller by amendment.

2. Brokerage's Obligations

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

- a) treating the interests of both the Seller and the Buyer(s) represented by the Designated Agent(s) 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 By-law by the Designated Agent(s), the Brokerage and the Brokerage's support staff; and
- c) holding all monies or property 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(s) undertake that they will not:

- a) use the confidential information received from the Seller, 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 Seller's interests; and

- b) disclose, any confidential information concerning the Seller to any other person unless:
 - i) authorized by the Seller; or
 - ii) required by law.

3. Designated Agent's Obligations

3.1. The Designated Agent(s) will:

- a) use their best efforts to market the Property and promote the interests of the Seller;
- b) subject to clause 11, act as only the Seller's agent;
- c) obey all lawful instructions of the Seller;
- 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 Seller all relevant facts affecting the transaction known to the Brokerage;
- g) disclose to buyers all material latent defects affecting the Property known to the Designated Agent(s);
- h) advise the Seller to obtain expert advice when necessary;
- i) assist the Seller in negotiating favourable terms and conditions with a buyer and in preparing and complying with a legally binding Agreement of Purchase and Sale for the Property;
- j) present all offers and counter-offers promptly to and from the Seller even when the Property is already the subject to an Agreement of Purchase and Sale;
- k) keep the Seller fully informed regarding the transaction;
- l) act in the best interests of the Seller; and
- m) explain all forms and documents to the Seller prior to execution.

3.2 Optional Services: The Seller requests and the Designated Agent(s) agrees to provide the following additional services:

- a) to place a "for sale" sign on the Property; YES ☐ NO ☐
- b) to install a lockbox on the Property to provide access to authorized persons; YES ☐ NO ☐
- c) to place a sold sign on the Property once the conditions unrelated to title have been met; YES ☐ NO ☐
- d) to show the Property at times acceptable to the Seller and, if any, tenants; and
- e) the services listed below:

3.3 Disclosure of Availability: The Designated Agent(s) has disclosed that they will be regularly available to service this agreement, subject to any exceptions outlined in clause 3.4.

3.4 If applicable, the Designated Agent(s) has disclosed that they will not be available on the following dates/times: _____

4. Effective Dates

4.1. This Agreement will commence on the _____ day of _____, 20_____, and will expire at 11:59 p.m. Atlantic Time on the _____ day of _____, 20_____.

5. Type of Listing

5.1. The Seller authorizes that the Property be listed

- a) ☐ with the Multiple Listing Service (MLS®) of the Nova Scotia Association of REALTORS® (NSAR);
- OR
- b) ☐ Exclusively with the Brokerage and instructs the Brokerage to _____ co-operate OR _____ not co-operate with all other brokerages. The Seller acknowledges that should "not co-operate" be selected, the Seller may lose opportunities to sell the Property.

6. Seller's Obligations

6.1. The Seller warrants that:

- a) the Seller has the sole authority to sell the Property and to enter into this Agreement;
- b) the Seller has disclosed to the Designated Agent(s) all third party claims and interests in the Property known to the Seller;
- c) the Property is not currently the subject of any other Seller Brokerage Agreement/Seller Designated Brokerage Agreement;
- d) the Seller has disclosed to the Designated Agent(s), in writing, all material latent defects, as defined in Form 100: Working With the Real Estate Industry, affecting the Property known to the Seller;
- e) the Seller will provide the Designated Agent(s) with all information necessary for the listing and marketing of the Property;
- f) all information provided to the Designated Agent(s) is accurate to the best of the Seller's knowledge;
- g) the Seller will immediately advise the Designated Agent(s) of any material change in the physical condition or status of the Property or in the information provided by the Seller; and
- h) the Seller 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.

6.2. Referral of Inquiries: The Seller will immediately advise the Designated Agent(s) during the term of this Agreement:

- a) of all inquiries by interested buyers or their representatives received by the Seller, and will deliver all offers to purchase received by the Seller to the Designated Agent(s) during the term of this Agreement; and
- b) during the Holdover Period (clause 9.4) of any accepted offers presented to the Seller by, or made by the Seller to, a buyer who was introduced to the Property during the term of this Agreement.

6.3. Indemnification: The Seller will hold harmless the Brokerage, the Designated Agent(s), 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 Seller.

6.4. Seller Covenants: The Seller agrees that:

- a) the Designated Agent(s) may represent other sellers and, subject to clause 11, buyers;
- b) the Brokerage and the Designated Agent(s) cannot disclose to the Seller confidential information obtained through any other agency relationship to which the Brokerage or Designated Agent(s) is or was a party;
- c) the Brokerage or the Designated Agent(s) will not be obligated to seek additional offers to purchase while the Property is subject to an Agreement of Purchase and Sale once the conditions unrelated to title have been met;
- d) if the Property is owned by a limited company, a sale of shares representing a controlling interest in the limited company will constitute a purchase for the purposes of this Agreement; and
- e) the Brokerage may share the contents of the transaction file within the Brokerage for administrative purposes.

7. Harmonized Sales Tax (HST)

7.1. It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the Excise Tax Act. The Seller is advised to obtain whatever professional assistance the Seller deems necessary to make that decision. The Brokerage cannot make that determination.

The Seller has determined that the Property is:

- ☐ Exempt from HST
- ☐ Partially subject to HST; included in purchase price
- ☐ Partially subject to HST; over and above purchase price
- ☐ Subject to HST; included in purchase price
- ☐ Subject to HST; over and above purchase price

7.2. If the conveyance contemplated by this Agreement is or partially exempt from HST, the Seller agrees to provide the Buyer on or before closing date a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

8. Competing Offers

- 8.1. a)** In situations where competing offers are received by the Designated Agent(s), the Seller directs the Designated Agent(s) to:
 - ☐ inform the competing buyers that they are competing and how many buyers they are competing with; OR
 - ☐ inform the competing buyers that they are competing but not how many buyers they are competing with; OR
 - ☐ not inform the competing buyers that they are competing.
- b)** The Seller understands that the Designated Agent(s) will not disclose the contents of any offer to the competing buyers.
- c)** Should a seller change their instruction regarding disclosure of competing offers, this Agreement must be amended accordingly.



9. Brokerage's Remuneration

9.1. Remuneration: The Seller will pay the Brokerage as remuneration:

The Seller will agree to (a), (b) or (c) individually, **or a combination of two or all options** (i.e. a percentage of the purchase price and a fee for services).

- a) _____ percent of the purchase price
- b) a flat fee of \$ _____ CDN
- c) ☐ a fee for services as specified in writing, signed by the Seller, in the Addendum attached to this Agreement.

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

9.2. Sharing of Brokerage's Remuneration: To assist in obtaining a buyer for the Property, the Seller's Brokerage will offer to each co-operating Brokerage a portion of the Seller's Brokerage's remuneration in the amount of _____ % OR \$ _____ CDN of the purchase price of the Property plus all applicable taxes in respect to that portion of the remuneration.

9.3. Payment of Remuneration: The Brokerage's remuneration will be paid per 9.1 on closing if, during the term of this Agreement, a legally enforceable Agreement of Purchase and Sale, from whatever source obtained, is entered into between the Seller and a buyer (other than a buyer who has been specifically excluded in writing from this Agreement) **AND** the purchase is completed **OR** the Seller, without legal justification, fails to complete the purchase.

9.4. Holdover Period: The Seller will be liable to the Brokerage for the remuneration payable under this Agreement if within 180 days (the Holdover Period) of the expiration or termination of this Agreement, a legally enforceable Agreement of Purchase and Sale is entered into between the Seller and a buyer (other than a buyer who has been specifically excluded in writing from this Agreement) who was introduced to the Property or the Seller during the term of this Agreement, by whatever means or person and whether or not the Brokerage is the effective cause of such Agreement of Purchase and Sale **AND** the purchase is completed **OR** the Seller, without legal justification, fails to complete the purchase.

9.5. If this Agreement expires or is terminated without a legally enforceable Agreement of Purchase and Sale, the Seller may list with another brokerage and not be liable for remuneration payable under this Agreement.

9.6. Deduction of Remuneration from Deposit and Proceeds of Sale:

- a) Upon notice from the Seller or the Seller's lawyer that the transaction is closed, the Seller authorizes the Brokerage to apply the deposit, if any, to the Brokerage's remuneration as specified in clause 9.1.
- b) Upon closing, the Seller instructs their lawyer to pay any remuneration owed to the Brokerage from the deposit, if any held by the lawyer, and/or from the proceeds of sale as specified in clause 9.1 after it has exercised its right, if any, under clause 9.6(a).

9.7. Limitation on other Remuneration: The Brokerage and the Designated Agent(s) agree not to accept any other remuneration, whatever its form (including finder's fees, referral fees and gifts) and from whatever source (including the Buyer, a mortgage lender, another brokerage or contractor), directly or indirectly related to its agency under this Agreement, unless, before accepting such remuneration, the Brokerage and Designated Agent(s) have:

- a) fully disclosed, in writing, to the Seller all relevant facts relating to the offer of remuneration including the maximum amount to be received; and
- b) obtained the Seller's written consent for the Brokerage receiving such remuneration.

10. Use and Distribution of Information

10.1. The Seller consents to the collection, use and disclosure of their personal information by the Brokerage and the Designated Agent(s) related to this Agreement and such other use as is consistent with listing and marketing of the Property including, but not limited to:

- a) disclosing all or some of it to government departments, appraisers, municipal organizations and others; and
- b) providing to present and past unrepresented parties and clients marketing materials, newsletters and other information that the Brokerage believes may be of interest to them.

10.2. The Seller, subject to clause 5.1 (a), consents to placement of the listing and purchase information by the Brokerage and the Designated Agent(s) 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 Seller further acknowledges that some or all of the information, including the purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.

10.3. The Seller authorizes the Brokerage to publish interior pictures of the Property in its marketing. YES ☐ NO ☐

10.4. The Seller authorizes the Brokerage to allow the prospective buyer to take interior pictures of the Property. YES ☐ NO ☐

11. Change in Representative Capacity of the Designated Agent(s)

11.1. If the Designated Agent(s) has a Buyer client who wants to view the Seller's Property, the Designated Agent(s) 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 that buyer and make available the marketing information to all potential buyers; however, the mere viewing of the Property will not mean that the buyer is interested in the Property for the purposes of clause 11.2 and therefore would not create a conflict of interest between the parties; and
- c) proceed in accordance with clause 11.2 should the Buyer express interest in the Seller's Property.

11.2. If the Designated Agent(s) has a Buyer client who becomes interested in the Property, the Designated Agent(s) will:

- a) immediately advise the Seller and the Buyer of the implications of concurrent representation as specified in clause 11.2 (d);
- b) give the Seller and the Buyer an opportunity to seek independent advice; and
- c) offer to continue to represent the one party, be it the seller or the buyer, with whom it first entered into an agency relationship, subject to any conflicts of interest, and the brokerage will offer the option to:
 - i) recommend the other party to another brokerage or designated agent where the other party can receive the benefit of agency representation; or
 - ii) be treated as an unrepresented party (see definition in Form 100: Working With the Real Estate Industry.)
- d) If the Buyer and the Seller have been presented with the options in subsection (c)(i) or (ii) and still wish to continue the transaction with the same designated agent(s), without any representation, the Buyer and the Seller may be offered the option of entering into a transaction brokerage relationship prior to the preparation of the agreement to facilitate the sale of the property under the terms and conditions specified in the Transaction Brokerage Agreement.

11.3. If the interests of the Brokerage or Designated Agent(s), including any individual in a management or ownership position, conflict or may conflict with the interests of the client, refer to by-laws 733 and 734.



12. Termination of this Agreement

12.1. Without prejudice to the acquired rights of the Seller or the Brokerage, this Agreement will terminate:

- a) on the expiration date of this Agreement as specified in clause 4;
- b) on an earlier date than that specified in clause 4 if mutually agreed to by the Seller and the Brokerage in writing;
- c) on a completed sale of the Property prior to the expiration date of this Agreement;
- d) on the suspension or termination of the Brokerage's licence to trade in real estate;
- e) on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
- f) at the option of the non-defaulting party, exercised in writing, on a material breach of any of the terms of this Agreement by either the Seller, the Brokerage or the Designated Agent(s);
- g) at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Seller to satisfy this Agreement; or
- h) at the option of the Seller, if after reasonable effort, the Seller is unable to contact the Brokerage to satisfy this Agreement.

13. Brokerage's and Designated Agent's Duties on Termination of the Agreement

13.1. Immediately on the expiration or termination of this Agreement, the Brokerage and the Designated Agent(s) will:

- a) remove the Property from any electronic medium authorized by the Brokerage;
- b) cease all marketing activities on behalf of the Seller;
- c) remove all signs from the Property;
- d) return all documents and other materials provided by the Seller; and
- e) remove the lockbox(s) installed on the Property.

14. Continuing Duties

14.1. The termination of this Agreement does not relieve the Brokerage and the Designated Agent(s) from their duty:

- a) to account for all property and money received by the Brokerage; and
- b) of confidentiality to the Seller.

15. Miscellaneous Provisions

15.1. The Seller agrees that:

- a) this Agreement will be governed by the laws of the Province of Nova Scotia and the Seller, the Brokerage, and the Designated Agent(s) 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 Agreement;
- b) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and a Brokerage Representative;
- c) 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 will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
- d) this Agreement will be read with all changes of number and gender required by the context.

16. This Agreement

16.1. This Agreement includes, if signed by the Seller and attached to this Agreement, the following documents:

- ☐ Listing Addendum
- ☐ Property Disclosure Statement
- ☐ Equipment Schedule
- ☐ Brokerage Addendum

17. Additional Provisions

18. Acceptance

This Agreement will constitute the entire Agreement between the Seller, the Designated Agent(s), and the Brokerage, and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Seller hereby agrees and acknowledges having read and accept this Agreement on the terms set forth, and have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date

MERE POSTING SERVICE 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 Mere Posting Service Agreement (this Agreement) is a limited service agreement between:

The Seller:

and

The Brokerage:

Name: _____

Brokerage Name: _____

Name: _____

Address: _____

Address: _____

CITY _____ POSTAL CODE _____

CITY _____ POSTAL CODE _____

Phone: _____

Phone: _____

Seller Email 1: _____

Email: _____

Seller Email 2: _____

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

_____ PID(s)/Serial #: _____

for sale on the Nova Scotia Association of REALTORS® (the Association) Multiple Listing Service (MLS®) System and the Brokerage's website at the price of:

_____ Dollars (\$) _____ CDN)

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:

1. No Agency Representation

1.1. The Seller has received and read both this Agreement and the Working With the Real Estate Industry form and has agreed to be treated as an unrepresented party. Further, the Seller has been given the opportunity to request further information and independent advice concerning this Agreement and the representation relationships described in the Working With the Real Estate Industry form. The Seller acknowledges that the Brokerage or any of its representatives will not:

- a) provide any agency representation, together with its advantages, protection and services;
- b) owe any agency obligations and, in particular, any fiduciary obligations; and
- c) provide any services that require the exercise of discretion, judgment, the giving of confidential advice, or advocating on behalf of the Seller.

2. Brokerage's Obligations and Services

2.1. The Brokerage's obligations to the Seller are limited to:

- a) inputting data and images provided by the Seller to the MLS® System;
- b) maintaining and, if necessary, amending the information on the MLS® System;
- c) maintaining data, images and Seller's contact information on the Brokerage's website; and
- d) providing and explaining disclosures in accordance with the By-law, and in accordance with any agreement/acknowledgement.

2.2. **Disclosure of Availability:** The Brokerage/Licensee has disclosed that they will be regularly available to service this agreement, subject to any exceptions outlined in clause 2.3.

2.3. If applicable, the Brokerage/Licensee has disclosed that they will not be available on the following dates/times: _____

3. Effective Dates

3.1. 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. Seller's Obligations

4.1. The Seller warrants that the Seller has the sole authority to sell the Property and to enter into this Agreement.

4.2. The Seller must:

- a) provide the Brokerage with all the information necessary for the posting of the Property on the MLS® System;
- b) determine whether the proposed transaction is subject to HST. The Seller is advised to obtain whatever professional assistance the Seller deems necessary to make that decision;
- c) promptly communicate and co-operate with the Brokerage;
- d) disclose to the Brokerage, in writing, all material latent defects, as defined in Form 100: Working With the Real Estate Industry, affecting the Property known to the Seller;
- e) immediately advise the Brokerage, in writing, of any material change in the physical condition or status of the Property or in the information provided by the Seller;
- f) within 24 hours of acceptance of a conditional offer, disclose in writing the date of said accepted conditional offer, the conditional dates, the purchase price and the closing date;
- g) within 24 hours, advise the Brokerage, in writing, if the conditions contained in the Agreement of Purchase of Sale have been met, amended or terminated; and
- h) agree that related documentation may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.

4.3. The Seller agrees to the following regarding showings and advertising:

- a) that the Property is available, on reasonable notice, for showings once the Property is posted on the MLS® System; and
- b) that buyer representatives will contact the Seller directly to set up appointments to show the Property. The Seller must make themselves reasonably available to make appointments.

4.4. **Indemnification:** The Seller will hold harmless the Brokerage and any co-operating brokerage for any claims that may arise from their reliance on representations made and information provided by the Seller.

5. Brokerage's Remuneration

5.1. The Seller, upon the signing of the Agreement, will pay the Brokerage a remuneration of:

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

5.2. **Sharing of Brokerage Remuneration:** To assist in obtaining a buyer for the Property, the Brokerage will offer to each co-operating brokerage remuneration of \$ _____ CDN, plus HST immediately on closing.

5.3. The Seller may negotiate a remuneration arrangement directly with the Buyer's Brokerage.

6. Use and Distribution of Seller's Information

6.1. The Seller consents to their contact information appearing in the REALTOR® remarks section of a listing on the MLS® System.

6.2. The Seller consents that the database of the MLS® System is the property of the Association and can be licensed, resold or otherwise dealt with as they see fit. The Seller further acknowledges that some or all of the information, including the purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.

6.3. 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 of the Property including, but not limited to:

- retaining and disclosing any listing and sales information, including price, which may be used by the Brokerage for any purpose relating to its business;
- disclosing the information to other brokerages, potential buyers and interested parties during the course of marketing of the Property for sale, as well as through the sales process;
- disclosing all or some of the information to government departments, appraisers, municipal organizations and others;
- compiling some of the information in statistics for use in comparative market analyses by appraisers and brokerages, as well as consumers;
- all or some of the information being published in print and made available on the internet through a website maintained by real estate representatives and brokerages; and
- providing to present and past unrepresented parties and clients marketing materials, newsletters and other information that the Brokerage believes may be of interest to them.

7. Termination of the Agreement

7.1. Without prejudice to the acquired rights of the Seller or the Brokerage, this Agreement will terminate:

- on the expiration date of this Agreement as specified in clause 3;
- an earlier date than specified in clause 3, if mutually agreed by the Seller and the Brokerage in writing;
- a completed sale of the Property prior to the expiration date of this Agreement as specified in clause 3;
- on the suspension or cancellation of the Brokerage's licence to trade in real estate;
- if the Brokerage ceases to be a member of the Association;
- on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
- at the option of the non-defaulting party, exercised in writing, on a material breach of any of the terms of this Agreement by either the Seller or the Brokerage;
- at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Seller to satisfy this Agreement; or
- at the option of the Seller, if after reasonable effort, the Seller is unable to contact the Brokerage to satisfy this Agreement.

7.2. Upon termination or expiration of this Agreement, the Brokerage will remove the Property as an active listing on the MLS® System and the Brokerage's website.

8. This Agreement

8.1. The Seller agrees that:

- this Agreement will be governed by the laws of the Province of Nova Scotia;
- no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller and the Brokerage;
- 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; and
- this Agreement shall be read with all changes of number and gender required by the context.

9. Additional Provisions

10. Acceptance

This Agreement will constitute the entire Agreement between the Seller and the Brokerage, and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Seller hereby agrees and acknowledges having read and accept this Agreement on the terms set forth, and have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date



PROPERTY DISCLOSURE STATEMENT (PDS)

This Statement is attached to and forms part of the Seller Brokerage Agreement/Seller 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 Property Disclosure Statement (PDS) is optional and is to be completed by the Seller to the best of their knowledge. The Seller is responsible for the accuracy of the information on this PDS. If a seller wants to disclose information about multiple parts of a property, they should complete separate PDSs for the different components of a property to ensure accurate disclosure. However, if the answers are the same for all components of buildings, on the property, the Seller may complete one form, identifying all components included. If additional space is required for responses, attach a schedule. If changes to the property conditions occur prior to closing, the Buyer will be notified in writing.

Property Address: _____ PID(s)/ Serial #: _____

Seller: _____

The Seller confirms the disclosures provided in this PDS applies only to the selected buildings or structures on the property:

☐ Main House ☐ Guest House ☐ Detached Garage ☐ Barn ☐ Shed ☐ Land ☐ Other: _____

I/We have owned the Property since: _____

1. Structural

1.1. Are you aware of any structural problems, unrepaired damage, dampness or leakage? ☐ Yes ☐ No

If yes, provide details: _____

1.2. Are you aware of any repairs to correct structural damage, leakage or dampness problems? ☐ Yes ☐ No

If yes, provide details: _____

1.3. Is there insulation in the exterior walls? ☐ Yes ☐ No ☐ Do not know

Type: _____

1.4. Is there insulation in the attic/roof? ☐ Yes ☐ No ☐ Do not know

Type: _____

1.5. What is the age and type of roof?

Age: _____ ☐ Do not know

Type: _____ ☐ Do not know

Are you aware of any repairs or upgrades made to the roof?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

2. Heating and Cooling Sources

2.1. What is the primary heat source and unit age, if known?

Source: _____ Age: _____ ☐ Do not know

If applicable, what are the alternative heat source(s) and unit age(s), if known?

Source: _____ Age: _____ ☐ Do not know

Source: _____ Age: _____ ☐ Do not know

Source: _____ Age: _____ ☐ Do not know

2.2. If there is an oil tank, what date is stamped on the plate/sticker?

The _____ day of _____, 20____.

What is the type of oil tank? ☐ Steel ☐ Fiberglass

What is the tank size? _____

Where is the oil tank located? ☐ Indoor ☐ Outdoor

2.3. If there is a wood stove/fireplace, was the insert(s) properly installed by certified personnel? ☐ Yes ☐ No ☐ Do not know ☐ Does not apply

If there is a woodstove/fireplace, is it WETT certified?

☐ Yes ☐ No ☐ Do not know

If yes, will documentation be provided to the Buyer? ☐ Yes ☐ No

2.4. If there is a chimney, are you aware of any problems or malfunctions with the chimney? ☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

Is there a liner in the chimney? ☐ Yes ☐ No ☐ Do not know

If yes, what is the type of liner? _____

When was the chimney last cleaned? _____

2.5. Is there is a water heater on the property?

☐ Yes ☐ No

If yes, what is the age? _____ ☐ Do not know

If yes, what is the energy source? _____

2.6. Are you aware of any problems and/or malfunctions with the heating/cooling sources? ☐ Yes ☐ No If yes, provide details: _____

2.7. Are you aware of any repairs or upgrades having been carried out to the heating/cooling sources? ☐ Yes ☐ No

If yes, provide details: _____

3. Mechanical

3.1. Are you aware of any problems or malfunctions with motors, pumps, purifiers, air exchangers, built-in appliances or other items not listed? ☐ Yes ☐ No

If yes, provide details: _____

4. Electrical System

4.1. Are you aware of any problems and/or malfunctions with the electrical system?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

4.2. Are you aware of any repairs or upgrades carried out to the electrical system?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

PROPERTY: _____

5. Plumbing System

5.1. Are you aware of any problems and/or malfunctions with the plumbing system?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

5.2. Are you aware of any repairs or upgrades to the plumbing system?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

6. Water Supply

6.1. What is the source of the water supply?

☐ Municipal ☐ Drilled Well ☐ Dug Well ☐ Shared ☐ None☐ Other: _____6.2. Are you aware of any problems with water quality, quantity, taste, odour, colour or water pressure? ☐ Yes ☐ No

If yes, provide details: _____

6.3. Is there a water conditioner or treatment system attached to the water supply?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details on what the system treats: _____

Does the treatment system treat all household water? ☐ Yes ☐ No

If no, which tap(s): _____

6.4. If there is a well:

a) Is a well certificate available? ☐ Yes ☐ No ☐ Do not knowIf yes, will documentation be provided to the Buyer? ☐ Yes ☐ No

b) Where is the well physically located?

☐ On the property ☐ On another property (specify below)☐ Do not know Provide details: _____c) Is the well shared? ☐ Yes ☐ No ☐ Do not knowIf shared, is there deeded access or a documented agreement related to the well? ☐ Yes ☐ No ☐ Do not know

If yes, provide details: _____

7. Sewage Disposal (Municipal and Septic)

7.1. What is the type of sewage disposal?

☐ Municipal ☐ Septic system ☐ Holding tank ☐ None☐ Other: _____

7.2. What is the age of the sewage disposal selected in clause 7.1?

Age: _____ ☐ Do not know

7.3. Where is the sewage disposal and/or clean out located? _____

7.4. Are you aware of any problems and/or malfunctions with the sewage disposal?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

7.5. Are you aware of any repairs or upgrades to the sewage disposal?

☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

If yes, will supporting documentation of the repairs or upgrades be provided to the Buyer? ☐ Yes ☐ No If no, provide details: _____

7.6. If not municipal:

a) If applicable, what date was the system last pumped and by whom? _____

b) Is there septic disposal documentation available? ☐ Yes ☐ NoIf yes, will a copy be provided to the Buyer? ☐ Yes ☐ No**8. Environmental and Land**8.1. Have you ever tested the Property for radon gas? ☐ Yes ☐ No

If yes, provide details: _____

8.2. Are you aware of any underground oil tanks on the Property? ☐ Yes ☐ No

If yes, provide details: _____

8.3. Are you aware of any environmental problems or soil contamination of any kind having occurred on the Property, such as toxic waste, gasoline, fuel tanks, fuel leaks, mould, asbestos, the existence of any mining operations, buried garbage/debris, decommissioned sewage disposal or abandoned wells? ☐ Yes ☐ No

If yes, provide details: _____

8.4. If the Property was contaminated, can you provide an Environmental Report and Certificate of Compliance to the Buyer? ☐ Yes ☐ No8.5. Are you aware of any gas stations, refuse disposal sites, toxic substance storage sites, salvage yards or other pollutant source that abutted or was in close proximity to the Property? ☐ Yes ☐ No

If yes, provide details: _____

8.6. Are you aware of any damage or hazards due to wind, fire, water/flooding, erosion, sinkholes, natural disaster, wood rot, pests, rodents or insects? ☐ Yes ☐ No

If yes, provide details: _____

8.7. Is the Property located on or near a floodplain or designated flood zone?

☐ Yes ☐ No ☐ Do not know8.8. Has there been damage to the property due to coastal flooding or coastal erosion? ☐ Yes ☐ No ☐ Do not know

If yes, provide details: _____

8.9. Are you aware of any changes made to the property to help manage coastal flooding and/or coastal erosion? ☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

PROPERTY: _____

- 8.10.** Are you aware of the property ever experiencing any other flooding, pooling, or having drainage issues? ☐ Yes ☐ No

If yes, provide details: _____

- 8.11.** Is the Property located in a watershed district?

☐ Yes ☐ No ☐ Do not know

If yes, provide details: _____

- 8.12.** Have you filed an insurance claim for property damage in the last five (5) years?

☐ Yes ☐ No If yes, provide details: _____

9. Use Restrictions, Zoning and Permits

- 9.1.** Does the Property conform with municipal by-laws and regulations?

☐ Yes ☐ No ☐ Do not know

- 9.2.** Does the Property conform with the existing zoning?

☐ Yes ☐ No ☐ Do not know

If no, provide details: _____

- 9.3.** Have you, as the current owner, obtained the necessary permit(s) for improvements on the Property?

☐ Yes ☐ No ☐ Do not know ☐ Does not apply

If no, provide details: _____

- 9.4.** Has the Property received heritage property designation?

☐ Yes ☐ No ☐ Do not know

If yes, will written supporting documentation be provided to the Buyer?

☐ Yes ☐ No

- 9.5.** Are you aware of any limitations with the Property including, but not limited to: restrictive or protective covenants, easements, rights of ways, driveway

agreements, or encroachments on or by adjoining properties?

☐ Yes ☐ No If yes, provide details: _____If yes, will supporting documentation be provided to the Buyer? ☐ Yes ☐ No

- 9.6.** Are you aware of any public projects or real estate developments planned in close proximity to the Property, such as road widening, new highways, or expropriations? ☐ Yes ☐ No

If yes, provide details: _____

10. Condominiums (if Applicable)

- 10.1.** Are you aware of any repairs or potential repairs being investigated or carried out by the Condominium Corporation or on behalf of the Condominium Corporation in relation to the common elements or any unit in the Condominium Corporation? ☐ Yes ☐ No

If yes, provide details: _____

- 10.2.** Are you aware of any special assessments being made, to be made, or being discussed by the Condominium Corporation? ☐ Yes ☐ No

If yes, provide details: _____

11. Warranties and Financial Obligations

- 11.1.** Is there any ongoing financial obligations related to the Property that the buyer will be responsible for? ☐ Yes ☐ No

If yes, provide details: _____

- 11.2.** Is there a new home warranty? ☐ Yes ☐ No

Expiry date: The _____ day of _____, 20_____.

- 11.3.** Are there any other warranties? ☐ Yes ☐ No

If yes, are the warranties transferable and will documentation be provided?

☐ Yes ☐ No

12. Seller's Signature

The information contained in this PDS has been provided to the best of the Seller's knowledge. The Seller confirms receipt of a true copy of the PDS and agrees that it may be given to prospective Buyers. The Seller further agrees to provide prospective Buyers with a further written disclosure of any changes in the condition of the Property that have occurred since the completion of this PDS.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Seller

Date

Witness

Seller

Date

13. Buyer's Signature

NOTICE: The information contained in this Property Disclosure Statement has been provided by the Seller of the Property and is believed to be accurate. The Buyer is urged to carefully examine the Property and have it inspected by an independent party or parties to verify the above information.

The Buyer acknowledges having read and received a copy of this PDS.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date



PROPERTY DISCLOSURE STATEMENT (PDS) FOR VACANT LAND

This Statement is attached to and forms part of the Seller Brokerage Agreement/Seller 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 Property Disclosure Statement (PDS) is optional and is to be completed by the Seller to the best of their knowledge. The Seller is responsible for the accuracy of the information on this PDS. If additional space is required for responses, attach a schedule. If changes to the property conditions occur prior to closing, the Buyer will be notified in writing.

Property Address: _____ PID(s)/ Serial #: _____

Seller: _____

I/We have owned the Property since: _____

1. Water Supply

1.1. Is there a water supply on the Property? ☐ Yes ☐ No

1.2. If there is not a current water supply, is the Property able to access the municipal water supply? ☐ Yes ☐ No ☐ Do not know ☐ Does not apply

1.3. If there is currently water supply on the Property, what is the source?

☐ Municipal ☐ Drilled well ☐ Dug well

☐ Other: _____

1.4. If there is a well:

a) Is a well certificate available? ☐ Yes ☐ No ☐ Do not know
If yes, will documentation be provided to the Buyer? ☐ Yes ☐ No

b) Where is the well physically located?
☐ On the property ☐ On another property (specify below)
☐ Do not know Provide details: _____

c) Is the well shared? ☐ Yes ☐ No ☐ Do not know
If shared, is there deeded access or a documented agreement related to the well? ☐ Yes ☐ No ☐ Do not know

If yes, provide details: _____

2. Sewage Disposal (Municipal and Septic)

2.1. Is there sewage disposal on the Property? ☐ Yes ☐ No

2.2. If there is not a current sewage disposal, is the Property able to access the municipal sewage disposal?

☐ Yes ☐ No ☐ Do not know ☐ Does not apply

2.3. If there is currently sewage disposal on the Property:

a) What is the type of sewage disposal?
☐ Municipal ☐ Septic system ☐ Holding Tank

☐ Other: _____

b) What is the age of the sewage disposal selected in clause 2.3(a)?

Age: _____ ☐ Do not know

c) Where is the sewage disposal and/or clean out located? _____

d) Are you aware of any problems and/or malfunctions with the sewage disposal? ☐ Yes ☐ No

If yes, provide details: _____

e) Are you aware of any repairs or upgrades to the sewage disposal?

☐ Yes ☐ No

If yes, provide details: _____

If yes, will supporting documentation of the repairs or upgrades be provided to the Buyer? ☐ Yes ☐ No

2.4. If there is sewage disposal on the property (except municipal):

a) What date was the system last pumped and by whom? _____

b) Is there septic disposal documentation available? ☐ Yes ☐ No
If yes, will a copy be provided to the Buyer? ☐ Yes ☐ No

2.5. Is there an approved on-site sewage system design?

☐ Yes ☐ No ☐ Do not know

If yes, will documentation be provided to the Buyer? ☐ Yes ☐ No

2.6. Have any soil assessments been performed on the Property?

☐ Yes ☐ No ☐ Do not know

If yes, will documentation be provided to the Buyer? ☐ Yes ☐ No

3. Environmental and Land

3.1. Are you aware of any underground oil tanks on the Property?

☐ Yes ☐ No If yes, provide details: _____

3.2. Are you aware of any environmental problems or soil contamination of any kind having occurred on the Property, such as toxic waste, gasoline, fuel tanks, fuel leaks, mould, asbestos, the existence of any mining operations, buried garbage/debris, decommissioned sewage disposal or abandoned wells? ☐ Yes ☐ No

If yes, provide details: _____

3.3. If the Property was contaminated, can you provide an Environmental Report and Certificate of Compliance to the Buyer? ☐ Yes ☐ No

3.4. Are you aware of any gas stations, refuse disposal sites, toxic substance storage sites, salvage yards, or other pollutant source that abutted or was in close proximity to the Property? ☐ Yes ☐ No

If yes, provide details: _____

3.5. Are you aware of any damage or hazards due to wind, fire, water/flooding, erosion, sinkholes, natural disaster, wood rot, pests, rodents or insects?

☐ Yes ☐ No If yes, provide details: _____

PROPERTY: _____

3.6. Is the Property located on or near a floodplain or designated flood zone?

☐ Yes ☐ No ☐ Do not know3.7. Has there been damage to the property due to coastal flooding or coastal erosion? ☐ Yes ☐ No ☐ Do not know

If yes, provide details: _____

3.8. Are you aware of any changes made to the property to help manage coastal flooding and/or coastal erosion? ☐ Yes ☐ No ☐ Does not apply

If yes, provide details: _____

3.9. Are you aware of the property ever experiencing any other flooding, pooling, or having drainage issues?

☐ Yes ☐ No If yes, provide details: _____

3.10. Is the Property located in a watershed district?

☐ Yes ☐ No ☐ Do not know

If yes, provide details: _____

4. Use Restrictions, Zoning and Permits

4.1. Are you aware of any limitations with the Property including, but not limited to: restrictive or protective covenants, easements, rights of way, driveway agreements, or encroachments on or by adjoining properties?

☐ Yes ☐ No If yes, provide details: _____4.2. Is there any ongoing financial obligations related to the Property that the Buyer will be responsible for? ☐ Yes ☐ No

If yes, provide details: _____

4.3. Are you aware of any public projects or real estate developments planned in close proximity to the Property, such as road widening, new highways or expropriations? ☐ Yes ☐ No

If yes, provide details: _____

4.4. Are you aware of any projects or issues with the Property that will result in betterment charges or a special assessment? ☐ Yes ☐ No

If yes, provide details: _____

5. Seller's Signature

The information contained in this PDS has been provided to the best of the Seller's knowledge. The Seller confirms receipt of a true copy of the PDS and agrees that it may be given to prospective Buyers. The Seller further agrees to provide prospective Buyers with a further written disclosure of any changes in the condition of the Property that have occurred since completion of this PDS.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness _____

Seller _____

Date _____

Witness _____

Seller _____

Date _____

6. Buyer's Signature

NOTICE: The information contained in this Property Disclosure Statement has been provided by the Seller of the Property and is believed to be accurate. The Buyer is urged to carefully examine the Property and have it inspected by an independent party or parties to verify the above information.

The Buyer acknowledges having read and received a copy of this PDS.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness _____

Buyer _____

Date _____

Witness _____

Buyer _____

Date _____



TEMPORARY WITHDRAWAL OR TERMINATION OF SERVICE AGREEMENT

☐ Seller Unrepresented Party Acknowledgement and Fee Agreement

☐ Mere Posting Service Agreement

RE: Service Agreement between:

Seller: _____

and

Brokerage: _____

That was effective the _____ day of _____, 20____, relating to the Property known as:

_____ PID(s)/ Serial #: _____

It is hereby mutually agreed that the services stipulated in the Service Agreement will be discontinued as stated below.

1. Termination or Withdrawal

☐ **Termination:** The Agreement is terminated.

OR

☐ **Withdrawal:** The services stipulated in the Agreement will be temporarily discontinued until further notice. All other terms and conditions of the Agreement shall remain in full force and effect until the Agreement has expired. Should there be a sale of the Property or a purchase of a property during that time, remuneration per the Agreement will become payable to the Brokerage.

2. Consent

The Seller hereby consent to the above termination or withdrawal of the Service Agreement.

Effective date of termination or withdrawal: The _____ day of _____, 20____.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness _____

Seller _____

Date _____

Witness _____

Seller _____

Date _____

Witness _____

Brokerage Representative _____

Date _____

This Buyer 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: _____

Buyer Email 1: _____

Email: _____

Buyer Email 2: _____

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. 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_____.

2.2. Disclosure of Availability: The Brokerage has disclosed that they will be regularly available to service this agreement, subject to any exceptions outlined in clause 2.3.

2.3. If applicable, the Brokerage has disclosed that they will not be available on the following dates/times: _____

2. Brokerage's Obligations

2.1. The Brokerage will:

- a) use its 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 6, 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 its 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;
- j) keep the Buyer fully informed regarding the transaction;
- k) comply with the provisions of the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law; and
- l) hold all monies or property received by the Brokerage in trust in accordance with the provisions of the *Nova Scotia Real Estate Trading Act*;
- m) act in the best interests of the Buyer; and
- n) explain all forms and documents to the Buyer prior to execution.

3. Buyer's Obligations

3.1. 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 Brokerage in a timely manner;
- c) has disclosed to the Brokerage all of the material requirements that the Buyer is seeking in a property and will immediately advise the Brokerage 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.

3.2. Referral of Inquiries:

The Buyer will immediately advise the Brokerage 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.

3.3. Indemnification:

The Buyer will hold harmless the Brokerage 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.

3.4. Buyer Covenants: The Buyer agrees that:

- a) the Brokerage may represent other buyers and, subject to clause 6, sellers;
- b) the Brokerage cannot disclose to the Buyer confidential information obtained through any other agency relationship to which the Brokerage is or was a party; and
- c) the Brokerage 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.

4. Brokerage's Remuneration**4.1. 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.

4.2. Payment of Remuneration: The Brokerage's remuneration will be paid per 4.1 on closing 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.**4.3.** 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.**4.4. Limitation on other Remuneration:** The Brokerage agrees not to accept any other remuneration, whatever its form (including finder's fees, referral fees and gifts) and from whatever source (including the Seller, a mortgage lender, another brokerage or contractor), directly or indirectly related to its agency under this Agreement, unless, before accepting such remuneration, the Brokerage has:

- 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 receiving such remuneration.

5. Use and Distribution of Information**5.1.** The Buyer consents to the collection, use and disclosure of their personal information by the Brokerage related to the Agreement of Purchase and Sale, including, but not limited to:

- a) providing to present and past unrepresented parties 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 Unrepresented Party Acknowledgement and Fee Agreement if clause 4.1(a) is applicable; and
- c) disclosing all or some of it to government departments, appraisers, municipal organizations and others.

5.2. The Buyer consents to placement of the purchase information by the Brokerage 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 some or all of the information, including purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.**6. Change in Representative Capacity of the Brokerage****6.1.** If the Brokerage has a Seller client and the Buyer wants to view that Seller's property, the Brokerage will:

- a) disclose this fact to both the Buyer and the Seller;
- b) unless otherwise instructed 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 6.2 and therefore would not create a conflict of interest between the parties; and
- c) proceed in accordance with clause 6.2 should the Buyer express interest in the Seller's property.

6.2. If the Brokerage is the agent of a Seller client and a Buyer client becomes interested in purchasing the Seller's Property, the Brokerage will:

- a) immediately advise the Buyer and the Seller of the implications of concurrent representation as specified in clause 6.2(d);
- b) give the Buyer and the Seller an opportunity to seek independent advice; and
- c) offer to continue to represent the one party, be it the seller or the buyer, with whom it first entered into an agency relationship, subject to any conflicts of interest, and the Brokerage will offer the option to:
 - i) recommend the other party to another brokerage where the other party can receive the benefit of agency representation; or
 - ii) be treated as an unrepresented party (see definition in Form 100: Working With the Real Estate Industry.)
- d) If the Buyer and the Seller have been presented with the options in subsection (c)(i) or (ii) and still wish to continue the transaction with the same brokerage, without any representation, the Buyer and the Seller may be offered the option of entering into a transaction brokerage relationship prior to the preparation of the agreement to facilitate the sale of the property under the terms and conditions specified in the Transaction Brokerage Agreement.

6.3. If the interests of the Brokerage or licensee(s), including any individual in a management or ownership position, conflict or may conflict with the interests of the client, refer to by-laws 733 and 734.

7. Termination of this Agreement

- 7.1. Without prejudice to the acquired rights of the Buyer or the Brokerage, this Agreement will terminate:
- a) on the expiration of the term of this Agreement as specified in clause 1;
 - b) on an earlier date than that specified in clause 1 if mutually agreed to by the Buyer and the Brokerage in writing;
 - c) on a completed purchase of a property prior to the expiration of the term of this Agreement;
 - d) on the suspension or termination of the Brokerage's licence to trade in real estate;
 - e) on the bankruptcy or insolvency of the Brokerage or if it is in receivership;
 - f) at the option of the non-defaulting party exercised in writing, on a material breach of any of the terms of this Agreement by either the Buyer or the Brokerage;
 - g) at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Buyer to satisfy this Agreement; or
 - h) at the option of the Buyer, if after reasonable effort, the Buyer is unable to contact the Brokerage to satisfy this Agreement.

8. Continuing Duties

- 8.1. The termination of this Agreement does not relieve the Brokerage from its duty:
- a) to account for all property and money received by the Brokerage; and
 - b) of confidentiality to the Buyer.

9. Miscellaneous Provisions

- 9.1. The Buyer agrees that:
- a) the Brokerage has advised the Buyer to seek financing pre-approval;
 - b) this Agreement 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 Agreement;
 - c) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Buyer and a Brokerage Representative;
 - d) 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 will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
 - e) this Agreement will be read with all changes of number and gender required by the context.

10. Additional Provisions**11. Acceptance**

This Agreement will constitute the entire Agreement between the Buyer and the Brokerage, and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Buyer hereby agrees and acknowledges having read and accepts this Agreement on the terms set forth, and has received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Brokerage Representative

Date

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: _____

Buyer Email 1: _____ Email: _____

Buyer Email 2: _____

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(s)

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(s); 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:

As the Designated Agent(s) to serve as sole agent for the Buyer, subject to clause 8. If additional space is required, ☐ see Addendum.

1.3. If for any reason, the Designated Agent(s) 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(s) 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 By-law by the Designated Agent(s), the Brokerage and the Brokerage's support staff; and
- c) holding all monies or property 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(s) 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(s) 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;
- k) act in the best interests of the Buyer; and
- l) explain all forms and documents to the Buyer prior to execution.

4.2. Disclosure of Availability: The Designated Agent(s) has disclosed that they will be regularly available to service this agreement, subject to any exceptions outlined in clause 4.3.

4.3. If applicable, the Designated Agent(s) has disclosed that they will not be available on the following dates/times: _____

5. Buyer's Obligations

5.1. The Buyer warrants that the Buyer:

- 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);
- will make reasonable efforts to communicate and cooperate with the Designated Agent(s) in a timely manner;
- has disclosed to the Designated Agent(s) all of the material requirements that the Buyer is seeking in a property and will immediately advise the Designated Agent(s) of any material change in the information provided; and
- 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(s) during the term of this Agreement:

- of all properties within the geographic area(s) in which the Buyer is interested; and
- 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(s) 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:

- the Designated Agent(s) may represent other buyers and, subject to clause 8, sellers;
- the Brokerage and the Designated Agent(s) cannot disclose to the Buyer confidential information obtained through any other agency relationship to which the Brokerage or the Designated Agent(s) is or was a party;
- the Brokerage or the Designated Agent(s) 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
- 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:

- by the Seller or the Seller's Brokerage in accordance with the agreement between the Seller and/or the Seller's Brokerage;
- 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 closing, 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(s) have:

- fully disclosed, in writing, to the Buyer all relevant facts relating to the offer of remuneration including the maximum amount to be received; and
- obtained the Buyer's written consent for the Brokerage or Designated Agent(s) 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(s) related to the Agreement of Purchase and Sale including, but not limited to:

- providing to present and past unrepresented parties and clients marketing materials, newsletters and other information that the Brokerage believes may be of interest to them;
- their name being made available to Seller(s) to be used to complete the Seller Unrepresented Party Acknowledgement and Fee Agreement if clause 6.1(a) is applicable; and
- 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(s) 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 some or all of the information, including the purchase price, may be published and distributed in print, before the closing in accordance with MLS® rules, and made available on the internet through public websites including those maintained by licensees and brokerages, and by the Canadian Real Estate Association on realtor.ca.

8. Change in Representative Capacity of the Designated Agent(s)

8.1. If the Designated Agent(s) has a Seller client and the Buyer wants to view that Seller's property, the Designated Agent(s) will:

- disclose this fact to both the Buyer and the Seller;
- 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
- proceed in accordance with clause 8.2 should the Buyer express interest in the Seller's property.



8.2. If the Designated Agent(s) is the agent of a Seller client and a Buyer client becomes interested in purchasing the Seller's Property, the Designated Agent(s) will:

- a) immediately advise the Buyer and the Seller of the implications of concurrent representation as specified in clause 8.2(d);
- b) give the Buyer and the Seller an opportunity to seek independent advice; and
- c) offer to continue to represent the one party, be it the seller or the buyer, with whom it first entered into an agency relationship, subject to any conflicts of interest, and the brokerage will offer the option to:
 - i) recommend the other party to another brokerage or designated agent(s) where the other party can receive the benefit of agency representation; or
 - ii) be treated as an unrepresented party (see definition in Form 100: Working With the Real Estate Industry.)
- d) If the Buyer and the Seller have been presented with the options in subsection (c)(i) or (ii) and still wish to continue the transaction with the same designated agent(s), without any representation, the Buyer and the Seller may be offered the option of entering into a transaction brokerage relationship prior to the preparation of the agreement to facilitate the sale of the property under the terms and conditions specified in the Transaction Brokerage Agreement.

8.3. If the interests of the Brokerage or Designated Agent(s), including any individual in a management or ownership position, conflict or may conflict with the interests of the client, refer to by-laws 733 and 734.

9. Termination of this Agreement

9.1. Without prejudice to the acquired rights of the Buyer or the Brokerage, this Agreement will terminate:

- a) on the expiration of the term of this Agreement as specified in clause 3;
- b) on an earlier date than that specified in clause 3 if mutually agreed to by the Buyer and the Brokerage in writing;
- c) on a completed purchase of a property prior to the expiration of the term of this Agreement;
- d) on the suspension or termination of the Brokerage's licence to trade in real estate;
- e) on the bankruptcy or insolvency of the Brokerage or if it is in receivership;

- f) at the option of the non-defaulting party, exercised in writing, on a material breach of any of the terms of this Agreement by either the Buyer, the Brokerage or the Designated Agent(s);
- g) at the option of the Brokerage, if after reasonable effort, the Brokerage is unable to contact the Buyer to satisfy this Agreement; or
- h) at the option of the Buyer, if after reasonable effort, the Buyer is unable to contact the Brokerage to satisfy this Agreement.

10. Continuing Duties

10.1. The termination of this Agreement does not relieve the Brokerage or Designated Agent(s) from their duty:

- a) to account for all property and money received by the Brokerage; and
- b) of confidentiality to the Buyer.

11. Miscellaneous Provisions

11.1. The Buyer agrees that:

- a) the Brokerage and the Designated Agent(s) have advised the Buyer to seek financing pre-approval;
- b) this Agreement will be governed by the laws of the Province of Nova Scotia and the Buyer, the Brokerage and the Designated Agent(s) shall 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 Agreement;
- c) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Buyer and a Brokerage Representative;
- d) 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 will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
- e) this Agreement will be read with all changes of number and gender required by the context.

12. Additional Provisions

13. Acceptance

This Agreement will constitute the entire Agreement between the Buyer, the Designated Agent(s), and the Brokerage, and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.

The Buyer hereby agrees and acknowledges having read and accept this Agreement on the terms set forth, and have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Brokerage Representative

Date



MULTI-UNIT RESIDENTIAL INCOME PROPERTY SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.
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.

Property Address: _____

Buyer: _____

Seller: _____

1. Seller's Obligations

1.1. The Seller shall provide the Buyer or the Buyer's Agent with the following on or before the _____ day of _____, 20_____, (check the applicable boxes):

- ☐ A zoning letter from the municipality confirming authorized use
- ☐ Occupancy Permits, if available
- ☐ Fire Marshal reports that are in the Seller's possession
- ☐ Copies of all written leases for the Property
- ☐ Financial statements for the year(s) _____
- ☐ Current rent rolls and a statement of rent arrears
- ☐ Environmental assessment, if available
- ☐ Outstanding work orders, if applicable
- ☐ Other: _____
- ☐ Other: _____

1.2. The Seller acknowledges and agrees that the Buyer or the Buyer's Agent may contact the municipality as part of their due diligence.

2. Buyer's Obligations

2.1. This Agreement is subject to the Buyer, at the Buyer's expense, securing, conducting or reviewing the following on or before the _____ day of _____, 20_____, (check the applicable boxes):

- ☐ A zoning letter from the municipality confirming authorized use
- ☐ Occupancy Permits, if available
- ☐ Fire Marshal reports that are in the Seller's possession
- ☐ Copies of all written leases for the Property
- ☐ Financial statements for the year(s) _____
- ☐ Current rent rolls and a statement of rent arrears
- ☐ Environmental assessment, if available
- ☐ Outstanding work orders, if applicable
- ☐ Other: _____
- ☐ Other: _____

The Buyer shall provide the Seller or the Seller's Agent, on or before _____ a.m./ p.m. Atlantic Time on the date specified above, with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

3. Miscellaneous Obligations

- 3.1. The Seller warrants to provide, prior to closing, a copy of all Notices to Quit which have been received up to and including the closing date. The Seller and the Buyer agree that if, at the time of closing, the total number of vacant units plus any Notices to Quit that have been given by existing tenants is more than _____, the Buyer may, at their option, terminate this Agreement and the deposit shall be returned to the Buyer.
- 3.2. The Seller agrees to deliver to the Buyer, at the time of closing, all keys for the building, including one (1) for each unit, one (1) master key and, where applicable, one (1) key for each coin-operated appliance on the Property with all keys to be properly labeled as to their usage.
- 3.3. The Seller agrees to provide to the Buyer, at the time of closing, the contact information for remaining tenants.
- 3.4. The Seller agrees that all security deposits, together with accumulated interest, shall be transferred to the Buyer at closing.
- 3.5. The Seller agrees to provide to the Buyer, at closing, a written notice to tenants indicating that the ownership of the building has been transferred and that future rental payments are to be made as directed by the new owner. Where applicable, the notice will also confirm to the tenants that security deposits and/or post-dated cheques have been transferred to the new owner.

4. Additional Conditions

TRANSACTION BROKERAGE AGREEMENT FOR COMMON LAW

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 Transaction Brokerage Agreement (the Agreement) is between all parties (the Buyer, the Seller and the Brokerage):

Buyer: _____

Seller: _____

Brokerage: _____

Transaction Brokerage occurs when a buyer and a seller in agency relationships with the same brokerage agree, in writing, to limit the services provided by the brokerage from that of an agency relationship to that of an impartial facilitator. In an agency relationship, a brokerage is legally obligated to promote a buyer's or a seller's best interests. Under Transaction Brokerage, a brokerage cannot promote the best interests of either buyer or seller because their interests are in conflict.

Buyers and sellers are not obligated to enter into Transaction Brokerage. A buyer and a seller must be provided with an opportunity to obtain independent advice and one party, either buyer or seller, may be referred to another brokerage so both are represented in agency relationships, or one party may agree to be treated as an unrepresented party. See the Working with the Real Estate Industry form for more information on all of these options.

This Agreement is entered into by the parties identified above with respect to the property (the Property) known as:

PID(s)/Serial #: _____

1. Transaction Brokerage

- 1.1. Transaction Brokerage occurs when a real estate brokerage enters into an agreement, in which the brokerage acts as an impartial facilitator for the Seller and the Buyer in the same transaction. Entering into Transaction Brokerage requires the written consent of all parties and must be done prior to an offer being prepared.
- 1.2. The Brokerage is only permitted to practice Transaction Brokerage with the fully informed and voluntary written consent of the Buyer, the Seller and the Brokerage.

2. What the Brokerage Cannot Do

- 2.1. In Transaction Brokerage, the Transaction Facilitator cannot:
 - a) provide utmost loyalty to the Buyer and the Seller;
 - b) act in the best interests of either the Buyer or the Seller;
 - c) offer advice or recommendations to either the Buyer or the Seller; and
 - d) disclose confidential information learned in the previous relationships to either the Buyer or the Seller.
- 2.2. The Transaction Facilitator shall not disclose the following without the informed written consent of the Buyer or the Seller. These are examples, but are not limited to:
 - a) that the Buyer may be prepared to offer a higher price or terms other than those contained in the offer to purchase;
 - b) that the Seller may be prepared to accept a lower price or terms other than those contained in their Brokerage Agreement;
 - c) the motivation of the Buyer or the Seller for wishing to respectively purchase or sell the Property; and
 - d) subject to clause 2.1 (d) of this Agreement, confidential information relating to the Buyer or the Seller and other information disclosed at any time in confidence by either to the Transaction Facilitator.

3. What the Brokerage Can Do

- 3.1. In Transaction Brokerage, the Transaction Facilitator can:
 - a) treat the interests of both the Buyer and the Seller in a fair and impartial manner;
 - b) disclose all other potential conflicts of interest;
 - c) exercise reasonable care and skill in the performance of its mandate under this Agreement;
 - d) promptly present to the Buyer and the Seller all offers and counter-offers, even when the Property is already the subject of an Agreement of Purchase and Sale;
 - e) keep the Buyer and the Seller informed regarding the progress of the transaction to the extent required in this Agreement;
 - f) disclose to the Buyer, all material latent defects affecting the Property known to the Transaction Facilitator;
 - g) disclose to the Buyer that there are competing offer(s) and backup offer(s) on the Property;
 - h) disclose to the Seller, all material facts relevant to the Buyer's ability to purchase the Property known to the Transaction Facilitator.
 - i) provide real estate statistics and information on the Property, including comparable property information, upon request by the Buyer or the Seller;
 - j) offer the names of real estate service providers, upon request by the Buyer or the Seller;
 - k) hold all monies received in respect to the transaction in trust in accordance with the provisions of the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law; and
 - l) ensure compliance with the Brokerage's policies and procedures governing the Transaction Facilitator, the *Nova Scotia Real Estate Trading Act*, its Regulations, the NSREC By-law and the Brokerage's support staff.

4. Prior Agreements

- 4.1. All provisions in the Buyer Brokerage Agreement and Seller Brokerage Agreement shall remain the same with the exception of the Brokerage's obligations that were modified by this Agreement.

5. This Agreement**5.1.** The parties agree that:

- a) this Agreement will be governed by the laws of the Province of Nova Scotia and the Seller, 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 Agreement;
- b) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller, the Buyer and a Brokerage Representative;
- c) 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 will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
- d) this Agreement will be read with all changes of number and gender required by the context.

6. Acceptance

All parties, having received and read both this Agreement and the Working With the Real Estate Industry form, and having been given the opportunity to request further information concerning this Agreement and the representation relationships described in the Working With the Real Estate Industry form.

All parties hereby agree and acknowledges having read and accept this Agreement on the terms set forth. The Buyer and the Seller have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date

THESE VERSIONS
EFFECTIVE
STARTING
JULY 1, 2025



TRANSACTION BROKERAGE AGREEMENT FOR DESIGNATED AGENCY

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 Transaction Brokerage Agreement (the Agreement) is between all parties (the Buyer, the Seller, the Brokerage and the Designated Agent(s)):

Buyer: _____

Seller: _____

Brokerage: _____

Designated Agent(s): _____ ☐ Attach Schedule, if applicable

Transaction Brokerage occurs when a buyer and a seller in agency relationships with the same Designated Agent(s) agree, in writing, to limit the services provided by the Designated Agent(s) from that of an agency relationship to that of an impartial facilitator. In an agency relationship, a Designated Agent(s) is legally obligated to promote a buyer's or a seller's best interests. Under Transaction Brokerage, a Designated Agent(s) cannot promote the best interests of either buyer or seller because their interests are in conflict.

Buyers and sellers are not obligated to enter into Transaction Brokerage. A buyer and a seller must be provided with an opportunity to obtain independent advice and one party, either buyer or seller, may be referred to another Designated Agent(s) or another brokerage so both are represented in agency relationships, or one party may agree to be treated as an unrepresented party. See the Working with the Real Estate Industry form for more information on all of these options.

This Agreement is entered into by the parties identified above with respect to the property (the Property) known as:

PID(s)/Serial #: _____

1. Transaction Brokerage

- 1.1. Transaction Brokerage occurs when a designated agent enters into an agreement, in which the Designated Agent(s) of a Brokerage acts as an impartial facilitator for the Seller and the Buyer in the same transaction. Entering into Transaction Brokerage requires the written consent of all parties and must be done prior to an offer being prepared.
- 1.2. The Designated Agent(s) is only permitted to practice Transaction Brokerage with the fully informed and voluntary written consent of the Buyer, the Seller and a Brokerage Representative.

2. What the Designated Agent(s) Cannot Do

- 2.1. In Transaction Brokerage, the Transaction Facilitator cannot:
 - a) provide utmost loyalty to the Buyer and the Seller;
 - b) act in the best interests of either the Buyer or the Seller;
 - c) offer advice or recommendations to either the Buyer or the Seller; and
 - d) disclose confidential information learned in the previous relationships to either the Buyer or the Seller.
- 2.2. The Transaction Facilitator shall not disclose the following without the informed written consent of the Buyer or the Seller. These are examples, but are not limited to:
 - a) that the Buyer may be prepared to offer a higher price or terms other than those contained in the offer to purchase;
 - b) that the Seller may be prepared to accept a lower price or terms other than those contained in their Designated Brokerage Agreement;
 - c) the motivation of the Buyer or the Seller for wishing to respectively purchase or sell the Property; and
 - d) subject to clause 2.1 (d) of this Agreement, confidential information relating to the Buyer or the Seller and other information disclosed at any time in confidence by either to the Transaction Facilitator.

3. What the Designated Agent(s) Can Do

- 3.1. In Transaction Brokerage, the Transaction Facilitator can:
 - a) treat the interests of both the Buyer and the Seller in a fair and impartial manner;
 - b) disclose all other potential conflicts of interest;
 - c) exercise reasonable care and skill in the performance of its mandate under this Agreement;
 - d) promptly present to the Buyer and the Seller all offers and counter-offers, even when the Property is already the subject of an Agreement of Purchase and Sale;
 - e) keep the Buyer and the Seller informed regarding the progress of the transaction to the extent required in this Agreement;
 - f) disclose to the Buyer, all material latent defects affecting the Property known to the Transaction Facilitator;
 - g) disclose to the Buyer that there are competing offer(s) and backup offer(s) on the Property;
 - h) disclose to the Seller, all material facts relevant to the Buyer's ability to purchase the Property known to the Transaction Facilitator;
 - i) provide real estate statistics and information on the Property, including comparable property information, upon request by the Buyer or the Seller; and
 - j) offer the names of real estate service providers, upon request by the Buyer or the Seller.

4. What the Brokerage Can Do

4.1. In Transaction Brokerage, the Brokerage can:

- a) hold all monies received in respect to the transaction in trust in accordance with the provisions of the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law; and
- b) ensure compliance with the Brokerage's policies and procedures governing the Transaction Facilitator, the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC By-law by the Designated Agent(s), the Brokerage and the Brokerage's support staff.

5. Prior Agreements

5.1. All provisions in the Buyer Designated Brokerage Agreement and Seller Designated Brokerage Agreement shall remain the same with the exception of the Designated Agent's obligations that were modified by this Agreement.

6. This Agreement

6.1. The parties agree that:

- a) this Agreement will be governed by the laws of the Province of Nova Scotia and the Seller, the Buyer and the Designated Agent(s) 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 Agreement;
- b) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller, the Buyer and a Brokerage Representative;
- c) 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 will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
- d) this Agreement will be read with all changes of number and gender required by the context.

7. Acceptance

All parties, having received and read both this Agreement and the Working With the Real Estate Industry form, and having been given the opportunity to request further information concerning this Agreement and the representation relationships described in the Working With the Real Estate Industry form.

All parties hereby agree and acknowledges having read and accept this Agreement on the terms set forth. The Buyer and the Seller have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Seller

Date

Witness

Seller

Date

Witness

Brokerage Representative

Date