

COMMERCIAL BUYER BROKERAGE AGREEMENT (EXCLUSIVE)

This Commercial Buyer Brokerage Agreement (the "Agreement") is between

THE BUYER

and

THE BUYER'S BROKERAGE (the "Brokerage")

Name _____ Brokerage Name _____
 Name _____ Century 21 Bravo Realty
 Address _____ Address 3009 23 Street NE Calgary
 _____ (postal code) _____ T2E 7A4
 _____ (postal code)
 Phone _____ Fax _____ Phone _____
 Email _____ Member of Calgary Real Estate Board
 Buyer's GST # _____ (the "Board")

In consideration of the Brokerage assisting the Buyer in purchasing a _____
(type of property)
 property in the Market Area(s) described as Buyer brokerage agreement applies to this property/business only, and the
property address/business name will be provided after this agreement is signed, unless other properties/business are
introduced by the agent/brokerage, in which case this buyer brokerage will extend to include those properties/business.
 _____ the Buyer hereby gives the Brokerage the exclusive right to act as the agent for the Buyer on the following terms:

1. TERM OF THE AGREEMENT

1.1 This Agreement will commence at _____m. on the _____ day of _____, 20____ and will
 expire at _____m. on the _____ day of _____, 20____ (the "Expiry Date").

2. APPOINTMENT OF DESIGNATED AGENT

- 2.1 The Brokerage designates _____

 _____ (the Designated Agent) to serve as agent for the Buyer.
- 2.2 If the Designated Agent ceases to be registered with the Brokerage, unless otherwise agreed in writing, the Brokerage will designate another member of the Brokerage to serve as the sole agent for the Buyer.
- 2.3 The Buyer agrees that an agency relationship exists only with the Designated Agent and not with the Brokerage.
- 2.4 The Buyer agrees that the Brokerage's responsibilities will be limited to:
- (a) treating in an even-handed, objective and impartial manner the Buyer and any sellers represented by the Brokerage in whose property the Buyer is interested;
 - (b) ensuring compliance by the Designated Agent with the Brokerage's policies and procedures governing designated agents;
 - (c) supervising the Designated Agent and support staff to ensure the Designated Agent fulfills its mandate under this Agreement;
 - (d) holding all monies received by the Brokerage in trust in accordance with the provisions of the *Real Estate Act*, and
 - (e) providing a true copy of this Agreement to the Buyer after all parties have signed.
- 2.5 The Designated Agent's knowledge will not be attributed to the Brokerage or to its designated agents representing sellers or other buyers.
- 2.6 The Brokerage will appoint a supervising broker and, if required, an advisor for the purposes of clauses 2.4(b) and (c), but the Brokerage will ensure that all information obtained by these parties will be held in confidence by them. The Brokerage and the Designated Agent undertake that they will not disclose any confidential information concerning the Buyer to any other member of the Brokerage or any other person unless authorized by the Buyer or required by law.

3. DESIGNATED AGENT'S MANDATE

3.1 Obligations

The Designated Agent will:

- (a) use reasonable efforts to seek out and advise the Buyer of properties available for sale in the Market Area(s) that may meet the Buyer's material requirements;
- (b) subject to Section 11, act only as the Buyer's agent and fulfill the duties of loyalty, confidentiality and full disclosure of all relevant facts affecting the transaction known to the Designated Agent. This includes disclosing all conflicts of interest that may arise between the Buyer's interests and those of the Brokerage, the Designated Agent or sellers;
- (c) use reasonable efforts to discover relevant facts pertaining to any property on which the Buyer is considering making an offer;
- (d) assist the Buyer in preparing an offer to purchase and negotiating favourable terms and conditions with a seller, resulting in a legally binding purchase contract;
- (e) present in a timely manner all offers to and counter-offers from a seller, and present offers even when a property is already the subject of a purchase contract;
- (f) comply with the provisions of the *Real Estate Act* and its Regulations, and the Rules and Bylaws of the Real Estate Council of Alberta.

3.2 Other Services

The Buyer requests, and the Brokerage agrees to provide at the Buyer's expense, where applicable, the following additional services:

- (a) to advertise for suitable properties; Yes No
- (b) to assist the Buyer in arranging for inspections of a property; Yes No
- (c) to assist the Buyer in arranging for appraisals of a property; Yes No
- (d) the services listed below:

To request financial statements where applicable and assistance with such where needed.

4. BROKERAGE'S REMUNERATION

4.1 The Buyer will remunerate the Brokerage as follows: No Charge. Commission will be paid by seller to the designated agent/team. plus GST (the "Fee").

4.2 (a) As security for payment of the Fee when this Agreement is signed, the Buyer will deposit with the Brokerage, to be held in trust, the sum of \$ 0 (the "Fee Deposit").

(b) The Brokerage is authorized to apply the Fee Deposit toward the Fee.

(c) The Fee Deposit shall be refunded to the Buyer not later than 90 days after the Expiry Date if the Fee is not earned according to clause 4.3. If the Buyer has signed an agreement with a new brokerage as per clause 4.4, the Fee Deposit shall be refunded forthwith to the Buyer.

4.3 The Brokerage will be entitled to receive the Fee and the Buyer will be obligated to pay it, if:

(a) during the term of this Agreement the Buyer enters into a contract for the Purchase of a property of the type described and in the Market Area(s) specified in this Agreement, the obligations of the parties are (have become) unconditional, and at the closing date the seller is willing and able to complete the transaction; or

(b) within 90 days after this Agreement has ended, the Buyer enters into a contract for the Purchase of a property of the type described and in the Market Area(s) specified in this Agreement, and during the term of this Agreement the property was introduced to the Buyer by the Brokerage or through the efforts of the Brokerage.

4.4 Clause 4.3(b) will not apply if after this Agreement has ended the Buyer has signed an agreement with a new brokerage and the Buyer is obligated to pay a fee to the new brokerage as a result of the Purchase of a property specified in this Agreement.

4.5 The Fee earned by the Brokerage less any Fee Deposit shall be payable upon completion of the transaction. In the event the Buyer refuses to complete the transaction, the Fee less any Fee Deposit is due and payable within seven (7) days of demand by the Brokerage.

4.6 The Brokerage agrees not to accept any other remuneration, whatever its form (including a finder's fee, referral fee or gift) and from whatever source (including the seller, another brokerage or a contractor), directly or indirectly related to its agency under this Agreement unless, before accepting such remuneration, the Brokerage has 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 to the Brokerage receiving such remuneration.

5. DUTIES OF THE BUYER

- 5.1** The Buyer agrees to provide the Designated Agent with sufficient personal and financial information to enable the Designated Agent to determine the Buyer's ability to purchase a property as specified in this Agreement.
- 5.2** The Buyer will:
- (a) make reasonable efforts to communicate and cooperate with the Designated Agent in a timely manner;
 - (b) provide the Designated Agent with all information necessary to identify properties in the Market Area(s) in which the Buyer may be interested; and,
 - (c) immediately advise the Designated Agent of any material change in information provided to the Designated Agent.
- 5.3** The Buyer will immediately advise the Designated Agent:
- (a) during the term of the Agreement, of all inquiries and offers to sell received by the Buyer from interested sellers or their representatives and will deliver all such offers to the Designated Agent;
 - (b) during the Hold-Over Period, of all inquiries, offers to sell or counter-offers received by the Buyer from a seller or the seller's representative introduced to the Buyer during the term of the Agreement.

6. BUYER'S WARRANTY

- 6.1** The Buyer warrants that the Buyer:
- (a) is not currently represented by any other brokerage and will not enter into another Buyer Brokerage Agreement with another brokerage during the term of this Agreement with respect to the same Market Area(s); and,
 - (b) has disclosed to the Designated Agent all of the material requirements that the Buyer is seeking in a property.
 - (c) prior to completion, is NOT an "ineligible person" or a "foreign controlled corporation" and is eligible to purchase "controlled land" as those terms are defined in the Foreign Ownership of Land Regulations.

7. BUYER'S CONFIDENTIAL INFORMATION WILL BE PROTECTED

- 7.1** The Brokerage and the Designated Agent undertake that they will not 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 employees or to the prejudice of the Buyer's interests.

8. USE AND DISTRIBUTION OF BUYER'S INFORMATION

- 8.1** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage and the Designated Agent for purposes of this Agreement and such other use as is consistent with the purchase or prospective purchase of a property.
- 8.2** The Buyer agrees that information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage, the Designated Agent and the Board for reporting, appraisal and statistical purposes.

9. ADDITIONAL TERMS

- 9.1** The Buyer agrees that:
- (a) the brokerage is being retained as a real estate brokerage, not as a lawyer, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, or other professional service provider;
 - (b) subject to clause 11, the Designated Agent may represent sellers and other buyers;
 - (c) the Designated Agent cannot disclose to the Buyer confidential information obtained through any other agency relationships to which the Designated Agent is or has been a party;
 - (d) the Designated Agent will not be obligated to seek additional properties of interest to the Buyer once the Buyer is a party to an unconditional purchase contract;
 - (e) if a property purchased is owned by a limited company, a purchase of shares representing a controlling interest in the limited company will constitute a purchase for the purposes of this Agreement; and,
- 9.2** This Agreement:
- (a) will constitute the entire agreement between the Buyer, the Designated Agent and Brokerage and there are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein.
 - (b) will be governed by the laws of the Province of Alberta and the Buyer, the Designated Agent and the Brokerage will submit to the jurisdiction of the Courts of the Province of Alberta for the resolution of any disputes that may arise out of this Agreement.
- 9.3** No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Buyer, the Designated Agent and the Brokerage.

9.4

10. ENDING THIS AGREEMENT

- 10.1** Without prejudice to the acquired rights of the Buyer or the Brokerage, this Agreement will end upon:
- (a) a completed purchase of a property;
 - (b) the expiration of the term of the Agreement as specified in clause 1.1 or an earlier date if mutually agreed to by the Buyer and the Brokerage in writing;
 - (c) the suspension or cancellation of the Brokerage's licence to trade in real estate;
 - (d) the Brokerage ceasing to be a member of a real estate board/association;
 - (e) the bankruptcy or insolvency of the Brokerage or if it is in receivership.
- 10.2** Where one party to this Agreement has materially breached this Agreement, the other party may, at its option, end this Agreement by notice in writing to the party in breach.
- 10.3** When this Agreement ends, the Brokerage will immediately:
- (a) cease efforts to seek out and advise the buyer of properties for sale in the Market Area(s);
 - (b) return documents and other materials, if any, provided by the Buyer.
- 10.4** Ending this Agreement for whatever reason does not relieve the Designated Agent and the Brokerage of their duty of confidentiality to the Buyer and the duty to account for all monies received by the Brokerage.

11. AGENCY DISCLOSURE AND TRANSACTION BROKERAGE

- 11.1** The Buyer has entered into an agency relationship with the Designated Agent. The Designated Agent is obligated to protect and promote the interests of the Buyer. Specifically, the Designated Agent owes the Buyer the duties of loyalty, obedience, confidentiality, reasonable care and skill, full disclosure and full accounting.
- 11.2** The Buyer and potential sellers may be represented by different designated agents or different brokerages. Each owes its client the full agency duties listed in 11.1. Designated agents or brokerages representing such sellers will not have an agency relationship with the Buyer.
- 11.3** If the Designated Agent is the agent of a seller in whose property the Buyer is interested, the duties owed to each party are in conflict and would by necessity be limited. Prior to writing the offer the Designated Agent will review with the Buyer all relevant facts and implications of dual representation and then seek the Buyer's written consent to transaction brokerage on the terms specified in the Transaction Brokerage Agreement. The Designated Agent will seek the seller's consent to transaction brokerage prior to presenting the Buyer's offer to the seller.
- 11.4** Should the Brokerage or the Designated Agent decide not to enter into transaction brokerage or should either the Buyer or the seller refuse to consent to transaction brokerage, the Designated Agent will continue to represent the party, be it the Buyer or the seller, with whom it first entered into an exclusive agency relationship and the Brokerage will offer to designate another member of the Brokerage to represent the other party as sole agent or refer the other party to another brokerage.

12. DEFINITIONS

- 12.1** For the purposes of this Agreement:
- (a) "Purchase" includes any sale, agreement for sale, exchange or trade of property and a lease, offer to lease, or a lease with an option to purchase.
 - (b) "Purchase Price" means the total consideration to be paid by the Buyer either at the closing date or at some future described time.
 - (c) the Purchase is completed when the Purchase Price is paid to the seller or the seller's lawyer and is releasable.

13. BUYER'S ACKNOWLEDGMENT

- 13.1** The Buyer, having read and understood this Agreement, acknowledges that this Agreement accurately sets out the terms agreed to by the Buyer and the Brokerage.

14. SIGNATURES

14.1 This Agreement may be signed by the parties and transmitted by fax. This procedure will be as effective as if the parties had signed and delivered an original copy.

This Agreement was signed on _____, 20_____.

Signature of Buyer

Signature of Witness

Print Name of Buyer

Print Name of Witness

Signature of Authorized Signing Officer

Signature of Witness

Print Name of Authorized Signing Officer

Print Name of Witness

Signature of Designated Agent
(authorized to sign on behalf of the Brokerage)

Print Name of Designated Agent

Phone

Fax

Email

Note: All communications are to be directed to the Designated Agent

Buyer: Initial here to show you have received a copy of this Agreement. _____

Date _____