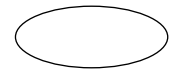


**TO:**.....(Broker) Tel.No. (.....).....

**ADDRESS:**..... Fax.No. (.....).....  
hereinafter referred to as the Broker.

**I/WE:**.....  
hereinafter referred to as the Buyer, hereby give you the **exclusive and irrevocable** right to act as our agent until 11:59 p.m. on the  
.....day of ....., 20.....,

**{** Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Broker, however, in accordance  
with the Code of Ethics of the Real Estate Council of Ontario, **if the time period for this Agreement exceeds six months,**  
**the Broker must obtain the Buyer's informed consent and initials.** **}**



(BUYER'S INITIALS)

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

Property Type (Use):.....

Geographic Location:.....

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Buyer Agency Agreement ("Mandate"), "Buyer" includes purchaser, lessee and tenant and a "seller" includes a vendor, a lessor, a landlord or a prospective seller, vendor, lessor or landlord. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or an agreement to purchase or transfer shares, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context.

**2. SERVICES PROVIDED BY THE BROKER:** It is understood that the Broker may assist the Buyer with any or all of the following services, and any other services, as agreed to between the Buyer and the Broker:

- to identify the needs of the Buyer.
- to locate available properties that may meet the Buyer's needs.
- to assist the Buyer in negotiations for the purchase or lease of any property of interest to the Buyer (subject to the special provisions for Dual Agency described below).
- (Other: Attach Schedule if additional space is required).....

**3. RESPONSIBILITIES OF THE BUYER:** In consideration of the Broker undertaking to assist the Buyer, the Buyer agrees to:

- co-operate with the Broker with respect to the Broker providing any or all of the services described above, as agreed to between the Buyer and the Broker.
- work exclusively with the Broker for the purchase or lease of a real property that meets the Buyer's needs.
- advise the Broker immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever during the currency of this Agreement.
- submit through the Broker all offers by the Buyer during the currency of this Agreement to purchase or lease a real property of the general description indicated above.
- submit through the Broker all offers by the Buyer within.....days after expiration of this Agreement for the purchase or lease of any property that came to the Buyer's attention from any source whatsoever during the currency of this Agreement.

I agree the Broker is entitled to be paid a commission of.....

I authorize the Broker to receive payment of commission from the seller of the property or the seller's agent. Should the Broker be unable to obtain an agreement in writing from the seller or the seller's agent to pay the full commission described above, I will be so informed in writing prior to submitting an offer to purchase or lease and I will pay the commission for the transaction, or any deficiency in the amount of commission described above, directly to the Broker.

**INITIALS OF BUYER(S):**



I agree to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by me or anyone on my behalf is not completed, if such non-completion is owing or attributable to my default or neglect.

I understand that a failure to negotiate and submit offers through the Broker as described above will make me liable for payment of commission to the Broker. The payment of commission by the seller to the Broker will not make the Broker the agent for the seller.

**I warrant that I am not a party to a buyer agency agreement with any other registered real estate broker for the purchase or lease of a real property of the general description indicated above.**

**4. AGENCY:** I acknowledge that the Broker has provided me with written information explaining agency relationships, including information on Seller Agency, Sub-Agency, Buyer Agency, Dual Agency and Customer Service.

The Broker shall assist the Buyer in locating real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

I acknowledge that I may not be shown or offered all properties that may be of interest to me.

I hereby agree that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer.

The Buyer hereby appoints the Broker as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Broker.

**DUAL AGENCY:** I hereby acknowledge that the Broker may be entering into listing agreements with sellers of properties I may be interested in buying or leasing. In the event that the Broker has entered into or enters into a listing agreement with the seller of a property I may be interested in buying or leasing, I hereby consent to the Broker acting as a Dual Agent for the transaction, however, the Broker is required to inform me in writing of a Dual Agency situation with the Buyer and the seller at the earliest practical opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

I understand and acknowledge that in a Dual Agency situation the Broker must be impartial and equally protect the interests of the Buyer and the seller in the transaction. I understand and acknowledge that in a Dual Agency situation the Broker shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Broker.

However, I further understand and acknowledge that the Broker shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Broker shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Broker concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

I further acknowledge that the Broker may be entering into buyer agency agreements with other buyers who may be interested in the same or similar properties that I may be interested in buying or leasing and I hereby consent to the Broker acting as an agent for more than one buyer interested in the same property without any claim by me of conflict of interest.

**5. ENVIRONMENTAL INDEMNIFICATION:** I agree to indemnify and save harmless the Broker from any liability, claim, loss, cost, damage or injury as a result of any property of interest to me being affected by any contaminants or environmental problems.

**6. USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Broker for such purposes that relate to the real estate services provided by the Broker to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Broker may be retained and disclosed by the Broker and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes.

**7. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Authority from the Buyer to the Broker. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**8. ELECTRONIC COMMUNICATION:** This Buyer Agency Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by me by electronic means shall be deemed to confirm I have retained a true copy of the Agreement.

**9. SCHEDULE(S)**.....attached hereto form(s) part of this Agreement.


**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE HAVING RECEIVED A TRUE COPY.** Any representations and warranties contained herein are true to the best of my knowledge, information, and belief.

DATED at.....this..... day of....., 20.....


SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....  
(Name of Buyer)

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

 DATE.....

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

 DATE.....