

This Seller Brokerage Agreement (this Agreement) is between:

## The Seller:

and

## The Brokerage:

Name \_\_\_\_\_

Brokerage Name **Cape Breton Realty**

Name \_\_\_\_\_

Address \_\_\_\_\_

Address **9978 Grenville Street, PO Box 59**

Phone \_\_\_\_\_ Fax \_\_\_\_\_  
(postal code)

**St. Peters** **BOE 3B0**  
(postal code)

Email \_\_\_\_\_

Phone **(902) 535-2485** Fax **(902) 535-3466**

Email \_\_\_\_\_

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

PID(s)/Serial #:

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus other relevant taxes  
and upon the terms, if any, set out in the Schedule hereto, or at such other price and terms acceptable to the Seller, and on the following terms:

### 1. Effective Dates

\_\_\_\_\_  
\_\_\_\_\_  
Seller(s) initials

This Agreement will commence on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ and will expire  
at 11:59 p.m. on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

### 2. Type of Listing

\_\_\_\_\_  
\_\_\_\_\_  
Seller(s) initials

- a) The Seller hereby requests to list the Property with the Multiple Listing Service (MLS®) of the Nova Scotia Association of REALTORS® (NSAR) and to distribute the information to its members;  
**OR**  
 b) The Seller hereby requests an exclusive listing and instructs the Brokerage to \_\_\_\_\_ cooperate **OR** \_\_\_\_\_ not cooperate with all other brokerages. The Seller acknowledges that should "not cooperate" be selected, the Seller may lose opportunities to sell the Property.

- 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 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. 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;

**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 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 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; and
- l) comply with the provisions of the *Real Estate Trading Act*, its *Regulations* and the *NSREC Bylaw*.

**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 show the Property at times acceptable to the Seller and, if any, tenants; YES  NO
- d) to place a sold sign on the Property once the conditions unrelated to title have been met; YES  NO
- e) the services listed below:

**5. Harmonized Sales Tax (HST)**

**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. The Brokerage cannot make that determination.**

I, the Seller, have determined that the Property is:

- exempt from HST  
 not exempt from HST; included in the purchase price  
 not exempt from HST; over and above the purchase price

If the conveyance contemplated by this Agreement is 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**

In situations where competing offers are received by the Brokerage, the Seller does \_\_\_\_\_ OR does not \_\_\_\_\_ direct the Brokerage to inform the competing parties that there are competing offers.

**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 \$ \_\_\_\_\_  
 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 cooperating brokerage a portion of the Seller's Brokerage's remuneration in the amount of \_\_\_\_\_% OR \$ \_\_\_\_\_ 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 the closing date 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 customers 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(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 the MLS® service may, in accordance with regional MLS® rules, publish the purchase price of the Property.

**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(c);
- b) give the Seller and the Buyer an opportunity to seek independent advice; and

- c) then obtain their written informed consent for the Brokerage to continue to provide services to the Seller and the Buyer in concurrent representation as Transaction Facilitator under the terms and conditions specified in the *Transaction Brokerage Agreement*. Should the Seller, the Buyer or the Brokerage refuse to consent to concurrent representation, the Brokerage will continue to represent, at the Brokerage’s discretion, only one party. The other party shall:
  - i) be treated as a customer; or
  - ii) be referred to another brokerage.

**10. Termination of this Agreement**

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**

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

**12. Continuing Duties**

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 Seller.

**13. Miscellaneous Provisions**

The Seller agrees that:

- a) 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;
- 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.

**14. Additional Provisions:**

**15. This Agreement:**

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

- Listing Addendum
- Property Disclosure Statement
- Schedule of Leased/Rented Equipment
- Brokerage Addendum

**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.

I hereby agree and acknowledge having read and accept this Agreement on the terms set forth and have received a true copy of this Agreement.

Dated at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND DELIVERED in the presence of**

**Signature of Seller** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature of Witness** \_\_\_\_\_

**Signature of Seller** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature of Witness** \_\_\_\_\_

**Signature of Brokerage Representative** \_\_\_\_\_

**Printed Name** Peter Bardenz

**Signature of Witness** \_\_\_\_\_