

WORKING WITH A REALTOR®

AGENCY REPRESENTATION, PRIVACY CONSENT & SERVICE AGREEMENT



BUYER/SELLER SERVICE AGREEMENT

DESCRIPTION OF SERVICES TO BE PROVIDED

- Finding real estate for the person(s)
- Finding another party to engage in a trade in real estate
- Showing or making representations about the real estate
- Advising on the appropriate price for real estate
- Negotiating the price or other terms of a trade in real estate
- Presenting/preparing offers to purchase respecting a trade in real estate
- Receiving deposit money in respect of the real estate
- Other: _____

PERSON(S) RECEIVING REAL ESTATE SERVICES

Name: _____

Name: _____

Address: _____

Phone: _____

Email: _____

DESCRIPTION OF THE TERMS AND PAYMENT/COMPENSATION TO BE PROVIDED TO THE BROKERAGE

- If you are a buyer, there is no requirement for you to pay the Brokerage any remuneration. The Brokerage will receive the remuneration offered, if any, from the person you purchase real estate from.
- If you are a buyer, you will pay the Brokerage _____% of the purchase price OR a fixed amount of \$_____ plus GST upon the completion of the transaction for real estate you agree to purchase during the term of this agreement.
- If you are a seller, you will pay the Brokerage _____% of the sale price OR a fixed amount of \$_____ plus GST in accordance with the terms of the Listing Agreement you entered with the Brokerage.
- If you are a seller, the Brokerage will not receive compensation until a Listing Agreement is completed with the person receiving real estate services. At that time, the terms of the Listing Agreement will determine the compensation in addition to and/or including the services outlined in this agreement.

EXCLUSIVITY OF SERVICE AGREEMENT

- The parties agree that this is an exclusive agreement with the Brokerage and the Buyer(s)/Seller(s) may not enter into similar agreements with multiple Brokerages during the term of this agreement.
- The parties agree that this is not an exclusive agreement with the Brokerage and the Buyer(s)/Seller(s) may enter into similar agreements with multiple Brokerages during the term of this agreement.

TERMINATION RIGHTS PRIOR TO EXPIRY

The right to terminate this agreement before it expires is:

- Upon written notice of termination sent by you to the Brokerage or by the Brokerage to you.
- Neither you nor the Brokerage have the right to terminate this agreement before it expires.

This agreement is made on the _____ day of _____, 20____ and will expire at 11:59 PM on the _____ day of _____, 20_____.

Signed on behalf of the Brokerage:

(X) _____

Name and contact info of the Representative for the Brokerage

Mark Penner per Mark Penner Personal Real Estate Corporation
204-960-4663 / markpenner@royallepage.ca

Signature of the person to receive the Service:

(x) _____

Signature of the person to receive the Service:

(x) _____

ROYAL LEPAGE PRIME IS THE BROKERAGE PROVIDING REAL ESTATE SERVICES

204-989-7900 / ROYALLEPAGEPRIME.CA / 1877 HENDERSON HWY / 1305 KENASTON BLVD / 3025 PORTAGE AVE / WINNIPEG, MANITOBA

A copy of the Real Estate Services Act can be found at <https://web2.gov.mb.ca/laws/statutes/2015/c04515e.php>

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At Royal LePage Prime, our objective is simple - to help our clients achieve their real estate goals and do so in a manner consistent with the values that have made Royal LePage Canada's most trusted name in real estate.

AGENCY REPRESENTATION

In a real estate transaction, you the consumer can choose to have an agent represent you. Our code requires us to fully disclose in writing the nature of our service to our clients versus the other party to a transaction. Once an agent client relationship has been established we will protect and promote your best interests as we would our own. This would include the following:

- 1) **LOYALTY** to serve your best interests ahead of anyone else's. Including our own and at all times to exercise good faith and to disclose all now facts and information which may influence your decision.
- 2) **OBEDIENCE** to follow all lawful instructions
- 3) **DISCRETION** to keep confidential your private circumstances, motivations, and confidences which you shared with the agent or which we have learned.
- 4) **COMPETENCE** to exercise reasonable care and skill in performing all assigned duties.
- 5) **ACCOUNTING** of all monies, deposits, or other property entrusted to us.

In Manitoba generally the seller is represented by an agent who acts in the best interests of the seller. The buyer is generally represented by an agent who looks after the buyers best interests. If an agent represents both parties an "Acknowledgment Of Limited Point Representation" form should be signed. If someone is not represented by anyone an agent would still be responsible to treat them honestly, fairly, and with care and skill.

PRIVACY CONSENT

To operate a successful full service real estate company we require a variety of information about your property if you are selling, and if you are buying we require other information. Any information is never sold and is passed on only with your consent eg: real estate boards, banks, insurance company, etc.

A multiple listing agreement will ask for consent to distribute listing information deemed important to market your property and for the retention of that data for statistical purposes and the like. The statutory form of an offer to purchase will also ask for consent to distribute the information to lawyers. Similarly Royal LePage Prime Real Estate hereby asks for your consent to collect and distribute information to our network and retain that information for statistical, historical and marketing purposes including keeping in contact with you during and after any transaction. If purchasing a property, information will be collected and used for purposes consistent with the services Royal LePage provides in connection with the purchase or prospective purchase of property, possibly including distributing the information to banks and the like, insurance companies, and appraisers, utility firms, etc.

By signing the attached Service Agreement I/We hereby acknowledge the receipt and understanding of this Royal LePage Prime document and to the collection and retention and distribution of relevant information regarding our contemplated/potential real estate transaction. We also acknowledge that the following named real estate agent representing Royal LePage Prime will be representing us in the purchase and or sale of real estate.

If you have any questions regarding Agency, Privacy, FINTRAC, or Service Agreements contact our compliance officer at 204-989-7900. Any consent you give can be withdrawn at any time by contacting the Royal LePage Prime privacy compliance officer at 204-989-7900, prime@royalpage.ca or your agent.

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