

BUYER'S FEE AGREEMENT (BUYER AND SELLER NOT REPRESENTED)



BETWEEN: _____ AND: _____
 ("BROKERAGE") ("BUYER")

UNIT	ADDRESS

PROPERTY: _____
 UNIT NO. ADDRESS OF PROPERTY

 CITY/TOWN/MUNICIPALITY POSTAL CODE PID

LEGAL DESCRIPTION

In consideration of the Brokerage introducing the Seller and the Buyer or showing the Property to the Buyer through its licensee ("REALTOR[®]") the Buyer covenants and agrees with the

Brokerage as follows:

1. The Buyer is interested in purchasing the Property.
2. The Brokerage and the REALTOR[®] are not the agent for the Buyer or _____ ("Seller"), who is the owner of the Property.
3. The Buyer will pay to the Brokerage a fee of _____ plus applicable Goods and Services Tax and any other applicable tax in respect of the fee (fee + tax = remuneration) if a legally enforceable Contract of Purchase and Sale in respect of the Property is entered into at any time between the Seller and the Buyer.
4. The remuneration due to the Brokerage will be payable on the earlier of the date the purchase and sale is completed or the completion date set out in the Contract of Purchase and Sale.
5. Despite Clause 3 the remuneration will not be payable if the Seller defaults and fails to complete the purchase of the Property but will be payable if the Buyer defaults and fails to complete the sale of the Property.
6. The Buyer acknowledges and agrees that:
 - A. the Brokerage and the REALTOR[®] are not acting for either the Buyer or Seller throughout the transaction and do not owe any agency duties to either the Buyer or the Seller;
 - B. no advice concerning the Property, including price or terms of sale, has been given by the Brokerage or the REALTOR[®] to the Buyer or the Seller;
 - C. the Brokerage and the REALTOR[®] are authorized to obtain any information concerning the Property from any person, corporation or governmental authority, including British Columbia Assessment;
 - D. nothing in this Agreement, including the obligation of the Buyer to pay the remuneration set out in Clause 3, shall be construed as creating an agency relationship between the Brokerage or the REALTOR[®] and the Buyer or the Seller.
 - E. the remuneration set out in Clause 3 shall be payable by the Buyer to the Brokerage in addition to any fee or commission payable to the Brokerage by a third party including the Seller and the Seller's brokerage and the Buyer's brokerage, if any.
7. The Buyer hereby irrevocably agrees to sign either in the Contract of Purchase and Sale or in a separate document, an irrevocable authority directing the Seller and the Lawyer or Notary Public acting for the Buyer or Seller to pay to the Brokerage the remuneration due to the Brokerage or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Brokerage.
8. In this Agreement "sale" includes an exchange and "sale price" includes the value of property exchanged.
9. The Buyer hereby consents to the collection, use and disclosure by the Brokerage, and by the managing broker(s), associate broker(s) and representative(s) of the Brokerage (collectively the "Licensee") noted below, and the real estate board in whose jurisdiction the Property is located and/or of which the Brokerage or Licensee is a member, of personal information about the Buyer:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - C. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR[®]*.
10. The interpretation of this Agreement and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
11. The parties acknowledge that this Agreement fully sets out the terms of the agreement between them.
12. This Agreement shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED AND DELIVERED THIS _____ OF _____, YR. _____.

BUYER'S SIGNATURE	SEAL BY SIGNING THIS CONTRACT THE BUYER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED <i>WORKING WITH A REALTOR[®]</i> .	BROKERAGE (PRINT)
BUYER'S SIGNATURE		Per: REALTOR [®] 'S SIGNATURE
WITNESS TO BUYER'S SIGNATURE		REALTOR [®] (PRINT)
WITNESS TO BUYER'S SIGNATURE		

*PREC represents Personal Real Estate Corporation

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