

EXCLUSIVE BUYER AGENCY AGREEMENT

TO: Davidson Realty 267 Waterloo Street, Winnipeg Manitoba

Phone No. 204-792-7298 , realty@mts.net (hereinafter referred to as the "Broker")

YOU ARE APPOINTED MY AGENT

1. In consideration for you agreeing to assist me in locating and negotiating the purchase of real property during the currency of this agreement,

I/We _____

_____ Address

_____ Phone No.

E-Mail Address _____ (hereinafter referred to as the "Buyer")

hereby appoint and retain Davidson Realty as my exclusive agent irrevocable until the expiry date

_____ to locate and assist me in the negotiation for the purchase of certain real property to be purchased by me or on my behalf meeting the following general description and at a price and on terms as may be acceptable to me:

Description of Property:

EXPIRY DATE OF THIS CONTRACT:

2. This agreement begins upon its signing and ends at 11:59 p.m. on the _____ day of _____, 20____, or upon earlier successful fulfillment of the terms of this agreement.

3. By accepting the appointment and agreeing to represent me as my agent you are authorized and directed to:

(a) designate DAVID DAVIDSON (BROKER) as representative with respect to this agreement;

(b) use reasonable efforts to locate Property which is available for purchase meeting the above general description;

(c) assist and represent me in procuring an accepted agreement of purchase and sale for Property during the currency of this agreement;

(d) show me available Property meeting the general specifications of the Property described above and which is listed for sale on the Multiple Listing Service® of the Real Estate Board of which you are a member or other property which is otherwise known to you and available to be viewed or brought to your attention by me; any other properties that are available for sale including private sales;

(e) whenever possible to negotiate and secure an agreement for the payment of commission to be paid by the seller of the Property that I wish to purchase; and

(f) co-operate with other real estate brokers who represent sellers that offer Property for sale.

4. The buyer authorizes the broker to use, disclose and retain personal information provided for purposes relating to the real estate services provided by the broker to the buyer including: (i) locating, assessing and qualifying properties for the buyer; (ii) advertising on behalf of the buyer; (iii) providing information as needed to third parties retained by the buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc.); (iv) such other use of the buyer's information as is consistent with the services provided by the brokerage.

5. The buyer agrees that the sale and other related information regarding any property purchased by him through the broker may be retained and disclosed by the broker and the Manitoba Real Estate Association and its member boards (if the property purchased is listed on an MLS® system) for reporting, appraisal and statistical purposes.

OBLIGATION TO PAY AGENT:

6. The buyer(s) agrees to pay Davidson Realty a fee of _____ on successful closing of a sale. Davidson Realty will seek to obtain payment of the commission specified above from the seller or seller's agent. If seller or seller's agent refuse to pay Davidson Realty the amount specified, the buyer will pay Davidson Realty the amount specified above less any amounts Davidson Realty receives from the seller or seller's agent. If the amount received from the seller or seller's agent is higher than the amount specified above, Davidson Realty will rebate the difference to the buyer(s) on closing through their lawyer. If the amount is less than the specified fee above, the buyer(s) will pay any fees owing through their lawyer on closing. The buyer(s) agree to pay Davidson Realty a fee of _____

_____ upon the completion of the transaction if:
(a) I /We, or any person on my/our behalf, purchase Property of the general nature described above during the currency of this agreement through Davidson Realty or from any other source:
or (b) within ninety (90) days after the expiry of this agreement I/We, or any person on my/our behalf, enter into an agreement for the purchase of Property of the general nature described above which was introduced to me/us during the term of this agreement (through Davidson Realty or through the efforts of other brokers that cooperate with Davidson Realty) and complete the transaction for its purchase (provided however I will not be obligated to pay you if the Property I acquire has been purchased after I have entered under a new buyer agency agreement with any other real estate broker following the expiration of this agreement). If CLIENT acquires a property listed by Davidson Realty the buyer/client will have no obligation to pay Davidson Realty. Davidson Realty will be paid in accordance with the terms of Davidson Realty's listing agreement with the seller(s). See #9 below – joint representation.

OTHER OBLIGATIONS AND UNDERSTANDINGS:

8. I agree and acknowledge that during the term of this agreement or any renewal thereof:
(a) I will work exclusively with David Davidson, broker, Davidson Realty or alternate broker assisting Davidson Realty in the purchase of Property;
(b) I will provide a letter from a financial institution verifying that I/We are qualified to purchase the property as described above;
(c) I will contact you before contacting any seller of Property or any other real estate agent or firm about any advertisement or sign offering Property for sale, whether a private sale, resale Property, Property listed by another real estate firm or Property listed by your firm;
(d) You are my agent irrespective of where you obtain your commission and, payment of any commission by the seller to Davidson Realty will not make Davidson Realty an agent or subagent of the sellers;
(e) Any other brokers that cooperate with you by permitting you to offer Property to me on behalf of a seller will, unless I am advised otherwise, not be representing me as my agent or sub-agent but will be representing the seller of the Property as his/her agent.

9. The broker may be placed in a situation of limited joint representation because Davidson Realty also represents the seller of a property that I am interested in, or the broker represents another buyer that is interested in the same, or similar properties. I acknowledge that, in these circumstances the broker may represent more than one party and I may be asked to sign an acknowledgement of joint representation which will more fully set out the limits of the broker's agency duties. DAVIDSON REALTY will at the buyers option cancel this agency agreement should the buyer be placed in a situation of limited joint representation (dual agency) and decides to seek independent representation in their purchase of the property.

