

# BUYER AGENCY AGREEMENT

## Mandate for Purchase – 3550 & 3560 - 3570 Victoria Park Avenue, Toronto, Ontario

TO: \_\_\_\_\_ (Broker) Tel. No. \_\_\_\_\_

Address: \_\_\_\_\_ Fax No. \_\_\_\_\_

hereinafter referred to as the Co-operating 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 \_\_\_\_\_, 2007.

For the purpose of representing us in regards to our potential purchase of:

Property Name and Address: **3550 & 3560 - 3570 Victoria Park Avenue in Toronto, Ontario**

as currently listed for sale by P.G. Gagné Commercial Real Estate Corp., Brokerage (Listing Broker)

**1. DEFINITIONS AND INTERPRETATIONS:** For the purpose of this Buyer Agency Agreement ("Mandate"), "Buyer" includes purchaser and a "seller" includes a vendor or a prospective seller or vendor. A purchase shall be deemed to include the closing of a sale with transfer of funds to vendor pursuant to an agreement of purchase and sale. 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 assist the Buyer in negotiations for the purchase of the property identified above (subject to the special provisions for Dual Agency described below).
- Other: \_\_\_\_\_

**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 purchase of the property described above.
- Submit through the Broker all offers by the Buyer during the currency of this Agreement to purchase the property indicated above.

I/we agree the Cooperating Broker is entitled to be paid a commission of one percent (1%) of the purchase price plus GST. I authorize the Cooperating 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 and I will pay the commission for the transaction, or any deficiency in the amount of commission as described above, directly to the Broker.

Initial(s) of Buyer(s) 

I/we understand that a failure to negotiate a purchase of the property and submit offers through the Broker as described above will make me liable for payment of commission to the Cooperating Broker in the event that I/we acquire the Property within the terms of this agreement. The payment of commission by the seller to the Broker will not make the Broker the agent for the seller.

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I/we warrant that I/we (are)am not a party to a buyer agency agreement with any other registered real estate broker for the purchase of the property 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 evaluating the property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase such property. I hereby agree that the terms of any buyer's offer or agreement to purchase 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 the property negotiated by the Broker.  
**DUAL AGENCY:** 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 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, the Vendor and the Listing Broker from any liability, claim, loss, cost, damage or injury as a result the property 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: 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.
- 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.

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

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

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 \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Buyer/Authorized Signing Officer)

 DATE \_\_\_\_\_  
(Seal)