

# BUYER CUSTOMER SERVICE AGREEMENT

THIS IS A NON-EXCLUSIVE BUYER CUSTOMER SERVICE AGREEMENT BETWEEN:

**BROKERAGE:**           **Name:**       **JOHN A. JENSEN REALTY INC.**  
                          **Address:**   **1794 Eastbank Road, Pickering, Ontario, L1V 3J9**  
                          **Tel:**        **416.460.1811**  
                          **Fax:**        **905.420.2998**  
                          **Email:**      **john@jensenrealtyinc.com**

hereinafter referred to as the Brokerage,

**AND:**

**BUYER(S):**           **Name:**       \_\_\_\_\_

**Address:**    \_\_\_\_\_

**Tel:**         \_\_\_\_\_

**Email:**      \_\_\_\_\_


hereinafter referred to as the Buyer,

for the purpose of purchasing \_\_\_\_\_ including  
the related seniors housing business known as \_\_\_\_\_

hereinafter referred to as the Property.

In consideration of the Brokerage providing customer service to the Buyer for the purchase of the Property indicated above, the Buyer acknowledges and agrees to the terms as stated in this Agreement. This non-exclusive Buyer Customer Service Agreement commences at 8:00 a.m. E.S.T. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expires at 5:00 p.m. E.S.T. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Expiry Date").

The Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Broker Act of Ontario, if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.

*Initials of Buyer:* 

**The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase of the Property.**


**1. DEFINITIONS AND INTERPRETATIONS:** For the purpose of this Buyer Customer Service Agreement ("Agreement"), "Buyer" includes purchaser and "seller" includes a vendor or a prospective seller.


A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or an agreement to purchase or transfer shares or assets a change in ownership of the Property, a change in ownership of shares of the corporation which owns the Property, a deferred sale, an option to buy, a sale triggered by a right of first refusal or option to purchase, a lease, a lease with an option to buy, a joint-venture or any other form of purchase of the Property.

The Buyer shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half of a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors or officers of the corporation introduced to or shown the Property.

This Agreement shall be read with all changes of gender or number required by the context.

**2. COMMISSION:** There is no requirement for the Buyer to pay the Brokerage compensation for the customer service provided by the Brokerage, unless otherwise agreed to in writing.

*Initials of Brokerage:* 

*Initials of Buyer:* 

**3. REPRESENTATION and CUSTOMER SERVICE:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service.

The Buyer acknowledges that the Brokerage will be providing customer service to the Buyer and will not be representing the interest of the Buyer in a transaction.

The Buyer acknowledges and understands that the Brokerage is representing the seller and the seller is considered to be the Brokerage's client. The Brokerage's primary duties are to protect and promote the interests of the seller/client. The Brokerage will disclose all pertinent information to the seller/client obtained from or about the Buyer.

Even though the Brokerage's primary duties are to the seller, the Buyer can expect to be dealt with fairly, honestly and with integrity by the Brokerage.

The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase the Property will not be disclosed to any other buyer.

The Buyer understands and agrees that the Brokerage may provide customer service to other buyers interested in the Property. The Buyer further understands and agrees that there may be more than one offer received by the Brokerage from different buyers for the Property and in such event, the Brokerage is not obligated to inform the Buyer of any offers received by the Brokerage.

**4. INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the Property including the land or any improvements thereon or any zoning and/or planning matters relating to the Property. The Buyer agrees that the Brokerage will not be liable for any defects, whether latent or patent, to the Property including the land or any improvements thereon. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the Property. All information supplied by the seller or the listing brokerage has not been verified by the Brokerage and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk.


The Buyer acknowledges that it will retain, at no cost to the Brokerage, independent advisors including but not limited to tax, planning, financial and legal advisors to independently confirm the accuracy and completeness of the information provided by the Brokerage and to evaluate and conduct careful and independent investigations of all aspects of the Property including the land or any improvements thereon to determine the suitability of the Property to the Buyer's entire satisfaction.


**5. FINDERS FEE:** The Buyer consents to the Brokerage receiving and retaining finder's fee from any lender or other party in the event of a new mortgage, increase in financing or other corporate reorganization required for a transaction contemplated by this Agreement.

**6. ENVIRONMENTAL INDEMNIFICATION:** The Buyer agrees to indemnify and save harmless the Brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

**7. USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to 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 Brokerage in connection with the purchase or prospective purchase of the Property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage for reporting, appraisal and statistical purposes.

Initials of Brokerage: 

Initials of Buyer: 

**8. ENTIRE AGREEMENT:** This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**9. ELECTRONIC COMMUNICATION:** This 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 the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.

**10. INDEPENDENT LEGAL REPRESENTATION:** The Buyer understands that the Brokerage is not responsible for the preparation of any offer, counter offers, agreement to purchase or counter agreements to purchase the Property and the Buyer agrees to retain, at no cost to the Brokerage, independent legal counsel to prepare and review any offer, counter offers, agreement to purchase or counter agreements to purchase the Property.

The Buyer also agrees to appoint its independent legal counsel as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property and the Buyer will ensure that copies of all notices are provided to the Brokerage in a timely manner.

**11. FINTRAC:** The Buyer will instruct the solicitor acting for the Buyer, at no cost to the Brokerage, to provide the Brokerage with all the identification information required in accordance with Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC") guidelines for real estate professionals and to certify to the Brokerage that the information is accurate and can be relied upon by the Brokerage.

For more information about FINTRAC please refer to their web site at <http://www.fintrac-canafe.gc.ca>

**THE BROKERAGE AGREES TO ASSIST AND PROVIDE CUSTOMER SERVICE TO THE BUYER IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT OF PURCHASE AND SALE FOR THE PROPERTY ON TERMS SATISFACTORY TO THE BUYER.**

Dated at Pickering, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Brokerage:** **JOHN A. JENSEN REALTY INC.**

**Per:** \_\_\_\_\_

**John A. Jensen**, Broker of Record

I have the authority to bind the Brokerage

**THE BUYER CONFIRMS HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, AND ACKNOWLEDGES THIS DATE HAVING RECEIVED A TRUE COPY.** Any representations and warranties on the part of the Buyer contained herein are true to the best of the Buyer's knowledge, information, and belief.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Buyer:** \_\_\_\_\_

**Per:** \_\_\_\_\_

I have authority to bind the Corporation

\_\_\_\_\_  
Please Print Name & Title

Initials of Brokerage: 

Initials of Buyer: 