



AGENCY DISCLOSURE - 205

Taking the Guesswork out of Agency Relationships
Developed by your Saskatchewan REALTORS® Association

REALTORS® work within a framework of legal principles called agency. REALTORS® believe that it is important that the buying and selling public understand how an agency relationship works and when it exists. This document defines agency and explains the agency duties you can expect from a REALTOR®. It serves as a prelude to any agency agreement you will enter with a REALTOR®. It will enable you to be a better informed consumer of REALTOR® services.



WHAT IS AGENCY?

At law, agency is a specific relationship between two or more people. One person must authorize the other person to act on his/her behalf, and the other person must consent to do so. In other words, when you authorize a REALTOR® to work for you in buying or selling a property and the REALTOR® agrees, you and the REALTOR® are in an agency relationship. As a member of the public, you are probably familiar with working with individual REALTORS®. However, the agency relationship is actually between you and the REALTOR'S® brokerage. The brokerage is the real estate company, its branch offices and all of its salespeople. Therefore, when you hire your REALTOR®, the law of agency says that you hire the entire brokerage.

In case of a rental or lease transaction, the term Buyer shall include Tenant and the term Seller shall include Landlord.

In Saskatchewan, REALTORS® practice three different forms of agency: ■ *Seller's Agency* ■ *Buyer's Agency* ■ *Limited Dual Agency*



SELLER'S AGENCY

In Seller's Agency, a real estate company represents only the interests of the seller. Sellers typically hire a real estate company to sell their property by signing a "listing" agreement (now called the Seller's MLS® Brokerage Contract). This is the Contract that establishes the formal agency relationship between the seller and the real estate brokerage. The Exclusive Seller's Brokerage Contract will explain exactly what the seller instructs the Seller's Brokerage to do, what services the Seller's Brokerage will provide to the seller, who will pay for those services and what obligations the seller will have.

A Seller's Brokerage is expected to:

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ obey the seller's instructions on the Exclusive Seller's Brokerage Contract and all <u>lawful</u> instructions of the seller; ▪ represent the seller's best interests; ▪ fully disclose known facts which might influence the seller's decisions; | <ul style="list-style-type: none"> ▪ maintain the confidentiality of personal and financial information discussed with the seller even after the Exclusive Seller's Brokerage Contract expires; ▪ safeguard the seller's documents and money; and ▪ exercise reasonable care and diligence. |
|---|--|



BUYER'S AGENCY

In Buyer's Agency, a real estate company (brokerage) represents only the interests of the Buyer. Buyer's Agency can be established by working with a REALTOR® or by a written contract between the buyer and the brokerage called an Exclusive Buyer's Brokerage Contract. The Exclusive Buyer's Brokerage Contract will explain exactly what the buyer instructs the Buyer's Brokerage to do, what services the Buyer's Brokerage will provide to the buyer, who will pay for those services and what obligations the buyer will have.

In Buyer's Agency, the REALTOR® is expected to:

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ obey the buyer's instructions on the Exclusive Buyer's Brokerage Contract and all <u>lawful</u> instructions of the buyer; ▪ represent the buyer's best interests; ▪ fully disclose known facts which might influence the buyer's decision; | <ul style="list-style-type: none"> ▪ maintain the confidentiality of personal and financial information discussed with the buyer even after the Exclusive Buyer's Brokerage Contract expires; ▪ safeguard the buyer's documents and money; and ▪ exercise reasonable care and diligence. |
|---|---|



LIMITED DUAL AGENCY

Dual agency occurs on the sale of a property when the same REALTOR® or when different REALTORS® employed by the same real estate company (brokerage) work for both the buyer and the seller. When dual agency occurs, the brokerage's duties of confidentiality and loyalty to the seller conflict with the same duties to the buyer. Therefore, the Saskatchewan REALTORS® Association has proposed certain rules and limitations to deal with dual agency situations which are:

- That the REALTOR® will not disclose that the buyer will pay a price or agree to terms other than those contained in the offer, or that the seller will accept a price or terms other than those contained in the Exclusive Seller's Brokerage Contract.
- That the REALTOR® will not disclose the motivation of the buyer to buy or the seller to sell unless authorized by the buyer or seller.
- That the REALTOR® will not represent the interest of either the buyer or the seller to the advantage of one over the other.
- That the REALTOR® will not disclose personal or financial information of either the buyer or the seller unless authorized in writing.
- That the REALTOR® shall disclose to the buyer all material defects about the physical condition of the property known to the REALTOR®.
- That all "comparable" property information may be disclosed to both the buyer and seller at any time.

The brokerage shall disclose the dual agency to the buyer immediately before preparing an offer (Contract of Purchase and Sale) on the property for signing by the buyer. The brokerage shall disclose the dual agency to the seller immediately before presenting that offer (Contract of Purchase and Sale) to the seller for acceptance. The brokerage shall not be obligated to disclose the dual agency before the times described above.



WHEN THERE IS NO AGENCY RELATIONSHIP

A real estate brokerage may provide services to buyers and sellers without creating buyer or seller agency. This is called "customer service". Under this arrangement, the brokerage can provide many valuable services in a fair and honest manner. This relationship can be set out in a buyer or seller customer service agreement. Real estate negotiations are often complex, and a brokerage may be providing agency and/or customer service to more than one seller or buyer. The brokerage will disclose these relationships to each buyer and seller.

Initials



QUESTIONS & ANSWERS

1. Can I still list on the MLS® System?

Yes! Most properties are sold through an information exchange system developed by REALTORS® called the Multiple Listing Service System or MLS® System. In Saskatchewan MLS® Systems deem all REALTORS® who are not in an Exclusive Seller's Brokerage Contract with the seller to be in a Buyer Agency relationship with the buyer and acting as that buyer's REALTOR®. The seller can expect from a buyer's REALTOR® an honest representation of a buyer's offer to purchase.

2. Am I in an agency relationship when I look through a public Open House?

You are not in a Buyer Agency relationship or Limited Dual Agency until you and the REALTOR® establish a working relationship.

3. If the seller's REALTOR® is working for the seller, can I trust what he/she tells me about the property?

The seller's REALTOR® is bound by provincial legislation to treat all parties to a transaction honestly and fairly. A buyer can expect competent service, knowing the seller's REALTOR® is bound by ethics and law to be honest and thorough in representing the property for sale. A buyer can also expect from a seller's REALTOR® disclosure of pertinent information about a property, assurance that nothing about the property will be misrepresented and honest answers to all questions about the property.



HONESTY AND INTEGRITY

The term REALTOR® refers to real estate professionals in Canada who are members of The Canadian Real Estate Association (CREA) and who subscribe to a high standard of professional service and to a strict Code of Ethics. As well, most real estate professionals in our province are members of the Saskatchewan REALTORS® Association (SRA) and through this membership are members of CREA. In Saskatchewan, only members of the SRA can call themselves REALTORS®. When you deal with a REALTOR®, you can expect not only strict adherence to provincial laws, but also adherence to a Code of Ethics. That Code is very important to you because it assures that you will receive a high standard of professional service, honesty and integrity. One of the ethical obligations embodied in the Code requires that REALTORS® disclose who they are representing in a real estate transaction:

ARTICLE 2

A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement from, his or her Clients and those Customers who are not represented by other Registrants regarding the role and nature of the service the REALTOR® will be providing. This disclosure shall be made at the earliest possible opportunity and in any event prior to the REALTOR® providing professional services which go beyond providing information as a result of incidental contact by a consumer.

If you have any questions about the contents of this form, contact your local real estate board/association or talk to the REALTOR® with whom you are dealing.



PROFESSIONAL SERVICES

Through your agency relationship with a REALTOR®, you can expect service that is loyal to your interests, obedient to your instructions, confidential, accountable, honest, and forthcoming when dealing with you and others. REALTORS® can provide you with a variety of valuable market information and assistance in the decision-making process of buying or selling real estate including, but not limited to, the following. Use a REALTOR® when you need a professional to:

Explain

- | | |
|---|---|
| <ul style="list-style-type: none"> real estate terms and practices the correct usage of contracts | <ul style="list-style-type: none"> lenders and their policies costs involved in a real estate transaction |
|---|---|

Help

- | | |
|--|--|
| <ul style="list-style-type: none"> establish fair market value of your property effectively market your property know your range of affordability obtain information about property for sale and the details on zoning, taxes, utility costs, square footage, and comparative values | <ul style="list-style-type: none"> select properties to view view properties prepare contracts of purchase and sale and counter contracts negotiate on your behalf |
|--|--|

I acknowledge having received and read this document and agree to the limitations of Limited Dual Agency set out herein.

From: Realty Executives Saskatoon

(Real Estate Company)

12:25 PM

Signed at _____ mm _____ dd _____ yyyy _____

Authentisign

07/05/25

Witness

Signature

Witness

Signature

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Residential Condominium Saskatchewan MLS® Data Input Form - 375

ATTACHED TO AND FORMS PART OF SELLER'S MLS® BROKERAGE CONTRACT



M PROPERTY ADDRESS: <i>FIELDS WITH THE SYMBOL M ARE MANDATORY FIELDS AND MUST BE COMPLETED</i>				
Unit/Suite No.: 309	Building No.: 315	Street Name: Kloppenburg LINK	Street Type:	Street Direction:
City/Town/RM (Location): Saskatoon		Neighbourhood (mandatory if applicable): Evergreen	M POSTAL CODE: S7W 0V9	
R.M. Name:		Closest Town (if R.M.):		
Waterbody Name:				
Location Description:				

M SELLER NAME: Ibikunle Ayotunde Ogunbanwo	Phone# 6393840942
Seller Name: Olubukola Omolayo Ogunbanwo	Phone# 6393840942
Tenant Name: <i>(if applicable)</i>	Phone#
Tenant Name: <i>(if applicable)</i>	Phone#

M SELLER'S BROKERAGE: Realty Executives Saskatoon	Phone# (306) 373-7520
M LISTING AGENT: 48433 Numaan Shafqat	Phone# 3067154026
Co-Listing Agent:	Phone#

M EFFECTIVE DATE: MM <u>07</u> DD <u>7</u> YYYY <u>25</u>	M EXPIRY DATE: MM <u>10</u> DD <u>31</u> YYYY <u>25</u>	M POSSESSION: TBD
M PRICE: 397,900.00	M BUYERS BROKERAGE COMMISSION: 3% 1st \$100,000/2% 2nd \$100,000 /1% Balance	
M LEGAL DESCRIPTION(S): Parcel(s) 203227310, Unit# 4		
M CONDOMINIUM STATUS: <input type="checkbox"/> BARELAND CONDOMINIUM <input checked="" type="checkbox"/> CONVENTIONAL CONDOMINIUM		


M SUB PROPERTY TYPE: (Select only One) <input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Apartment	M RECREATION USAGE: (cottage or lake only) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round
M BUILDING TYPE: (Select only One) <input type="checkbox"/> House <i>(Formerly Single Family)</i> <input type="checkbox"/> Duplex <i>(both units)</i> <input type="checkbox"/> Triplex <i>(all 3 units)</i> <input type="checkbox"/> Fourplex <i>(all 4 units)</i> <input type="checkbox"/> Semi-Detached <i>(1/2 Duplex)</i>	
<input type="checkbox"/> Modular <input type="checkbox"/> Manufactured <input type="checkbox"/> Row/Townhouse <input type="checkbox"/> Low Rise <i>(3 floors above grade and under)</i> <input type="checkbox"/> High Rise <i>(4 or higher)</i>	
<input type="checkbox"/> Mobile <i>(Rented Lot)</i> <input type="checkbox"/> Mobile <i>(Owned Lot)</i>	

M TAXES:			
Taxes Assessed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Gross Taxes: \$ 3,504	Tax Year: yyyy 2024	Local Improvements <i>(Levy)</i> : \$ _____
M YEAR BUILT: yyyy 2016 <input type="checkbox"/> Age Unknown <i>(Year built cannot be found)</i>	Additions: <input type="checkbox"/> Yes <input type="checkbox"/> No	Year Completed: yyyy _____	

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Seller(s) Initials

M ZONING: (Insert Municipal Abbreviation) _____ RMTN	
Energuide Efficiency Evaluation Report: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Declined Energuide Rating: _____ Date of Report: mm _____ dd _____ yyyy	
M PCDS AVAILABLE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Declined M EXISTING REAL PROPERTY REPORT: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Direction Regarding Offer Presentation M 917 IN EFFECT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PRESENTATION OF OFFERS WILL OCCUR ON MM _____ DD _____ YYYY _____ AT _____ AM/PM	
M OCCUPANCY: (Select all Applicable) <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Under Construction	M APPOINTMENTS: <input checked="" type="checkbox"/> Contact Before Showing M Security/Monitoring Disclosure: will the following be active during showings?: <input type="checkbox"/> Go Direct <input type="checkbox"/> Audio Recording <input type="checkbox"/> Video Recording <input type="checkbox"/> Both <input checked="" type="checkbox"/> None <input type="checkbox"/> Phone Agent <input type="checkbox"/> Phone Seller <input type="checkbox"/> Phone Tenant <input checked="" type="checkbox"/> Text Agent <input type="checkbox"/> Text Seller <input type="checkbox"/> Text Tenant <input type="checkbox"/> See Member Only Remarks for instructions
M LOCKBOX: (Seller Understands and Authorizes Use of the Lockbox System) <input checked="" type="checkbox"/> Yes – Lockbox Location: Front Door _____ <input type="checkbox"/> No – Location of Keys: _____ (i.e. contact agent)	
M ARCHITECTURAL STYLE: (Select only One) <input type="checkbox"/> A-Frame <input type="checkbox"/> Bi-Level <input type="checkbox"/> Bi-Level Modified <input type="checkbox"/> Bungalow <input type="checkbox"/> Raised Bungalow <input type="checkbox"/> One ½ <input type="checkbox"/> One ¾ <input type="checkbox"/> Split (3) <input type="checkbox"/> Split (4) <input type="checkbox"/> Split (5) <input checked="" type="checkbox"/> 2 Storey <input type="checkbox"/> 2 ½ Storey <input type="checkbox"/> 2 Storey Split <input type="checkbox"/> 3 Storey <input type="checkbox"/> Penthouse <input type="checkbox"/> Loft/Warehouse <input type="checkbox"/> Multi-Level <input type="checkbox"/> Single Level Additional option for Row/Townhouse: <input type="checkbox"/> Single Level <input type="checkbox"/> Multi-Level	M SIZE: Above Grade ft²: 1,483 Levels Above Grade: 2.00 Apt. unit level: _____
Building Construction Material: (includes all levels except basement) (Select only One) <input type="checkbox"/> Concrete <input type="checkbox"/> Concrete Block <input type="checkbox"/> Insulated Panel (SIPS) <input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Masonry <input type="checkbox"/> Steel Frame <input type="checkbox"/> Log <input type="checkbox"/> ICF Block <input type="checkbox"/> Indeterminable	
M ROOF: (Select all Applicable) <input type="checkbox"/> Asphalt & Gravel <input checked="" type="checkbox"/> Asphalt Shingles <input type="checkbox"/> Fiberglass Shingles <input type="checkbox"/> Metal <input type="checkbox"/> Shake <input type="checkbox"/> Tar & Gravel <input type="checkbox"/> Tile <input type="checkbox"/> Wood Shingles <input type="checkbox"/> Other (See Member Only Remarks)	
M EXTERIOR FINISH: (Select all Applicable) <input type="checkbox"/> Brick <input type="checkbox"/> Brick Imitation <input type="checkbox"/> Cedar <input type="checkbox"/> Composite Siding <input type="checkbox"/> Concrete <input type="checkbox"/> Log <input type="checkbox"/> Metal <input checked="" type="checkbox"/> Rock Imitation <input type="checkbox"/> Siding <input type="checkbox"/> Stone <input type="checkbox"/> Stucco <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Wood Siding <input type="checkbox"/> Other (See Member Only Remarks)	
M BASEMENT TYPE: (Select all Applicable) <i>Field is not mandatory if sub property type is apartment</i> <input type="checkbox"/> Slab (Basement walls not mandatory) <input type="checkbox"/> Cellar <input type="checkbox"/> Crawl <input type="checkbox"/> Partial Basement <input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Walkout <input type="checkbox"/> Other (See Member Only Remarks)	
M BASEMENT DEVELOPMENT: (Select all Applicable) <i>Field is not mandatory if sub property type is apartment</i> <input type="checkbox"/> Partially Finished <input type="checkbox"/> Fully Finished <input type="checkbox"/> Remodeled <input checked="" type="checkbox"/> Unfinished <input type="checkbox"/> Not applicable	
M BASEMENT WALLS: (Select all Applicable) <i>Field is not mandatory if sub property type is apartment</i> <input type="checkbox"/> Block <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> ICF Block <input type="checkbox"/> Indeterminable <input type="checkbox"/> Preserved Wood <input type="checkbox"/> Brick <input type="checkbox"/> Other (See Member Only Remarks)	
Basement Suite: <input type="checkbox"/> Regulation <input type="checkbox"/> Non – Regulation	Permit No.: _____ Separate Basement Entry: <input type="checkbox"/> Yes <input type="checkbox"/> No
Equipment Included: (Chattel) (Select all Applicable) <input checked="" type="checkbox"/> Fridge <input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer <input type="checkbox"/> Air Conditioner(s) Window/Portable <input type="checkbox"/> Central Vac. Attached <input type="checkbox"/> Central Vac. Attachments <input type="checkbox"/> Vac. Power Nozzle <input checked="" type="checkbox"/> Dishwasher (B.I.) <input type="checkbox"/> Dishwasher (Portable) <input type="checkbox"/> Garburator <input checked="" type="checkbox"/> Garage Door Opener/Controls <input type="checkbox"/> Hood Fan <input type="checkbox"/> Hot Tub <input type="checkbox"/> Microwave <input checked="" type="checkbox"/> Microwave Hood Fan <input type="checkbox"/> Oven (B.I.) <input type="checkbox"/> Satellite Dish <input type="checkbox"/> Shed(s) <input type="checkbox"/> Reverse Osmosis System <input type="checkbox"/> Freezer <input type="checkbox"/> Window Treatment	


 Seller(s) Initials

Features: (Fixture) (Select all Applicable)

- | | | | | |
|---|--|---|---|---|
| <input type="checkbox"/> Accessible by Wheelchair | <input type="checkbox"/> Air Conditioner (Wall) | <input checked="" type="checkbox"/> Air Conditioner (Central) | <input type="checkbox"/> Air Exchanger | <input type="checkbox"/> Air Filter |
| <input type="checkbox"/> Alarm Sys. Not Included | <input type="checkbox"/> Alarm Sys. Owned | <input type="checkbox"/> Alarm Sys. Rented | <input type="checkbox"/> Central Vac. R.I. | <input type="checkbox"/> Elevator |
| <input type="checkbox"/> Floating Shelves | <input type="checkbox"/> Humidifier | <input type="checkbox"/> Heat Recovery Unit | <input type="checkbox"/> Intercom | <input type="checkbox"/> Nat Gas BBQ Hookup |
| <input type="checkbox"/> On Demand Hot Water Heater | <input type="checkbox"/> Play Structures | <input type="checkbox"/> Sauna | <input type="checkbox"/> Sound System (B.I.) | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> Swimming Pool (Indoor) | <input type="checkbox"/> Swimming Pool (Outdoor) | <input type="checkbox"/> T.V. Mounts | <input type="checkbox"/> Underground Sprinkler System | |
| <input type="checkbox"/> Wet Bar | <input type="checkbox"/> 220 Volt Plug | <input type="checkbox"/> EV Charger | | |

M HEATING: (Select all Applicable)

- | | | | | | | |
|------------------------------------|-----------------------------------|--|-------------------------------------|------------------------------------|--|---|
| <input type="checkbox"/> Baseboard | <input type="checkbox"/> Electric | <input checked="" type="checkbox"/> Forced Air | <input type="checkbox"/> Geothermal | <input type="checkbox"/> Hot Water | <input type="checkbox"/> In-Floor | <input checked="" type="checkbox"/> Natural Gas |
| <input type="checkbox"/> None | <input type="checkbox"/> Oil | <input type="checkbox"/> Propane | <input type="checkbox"/> Solar | <input type="checkbox"/> Wood | <input type="checkbox"/> Other (See Member Only Remarks) | |

Heating source location: ☐ Common Use ☒ In-unit

Furnace: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented	WATER HEATER: <input checked="" type="checkbox"/> Included <input type="checkbox"/> Not Included <input type="checkbox"/> Rented	WATER HEATER TYPE: <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Other	WATER SOFTENER: <input type="checkbox"/> Included <input type="checkbox"/> Not Included <input type="checkbox"/> Rented
Rental Company: _____	Rental Company: _____		Rental Company _____

Fireplace: _____ Fireplace Type: (Select all Applicable)

No. of: _____ ☐ Electric ☐ Gas ☐ Mixed ☐ Roughed In ☐ Wood

LOT: (Total Lot Area must be completed unless Apartment)

M Lot Width: _____	Lot Depth: _____	M Total Lot Area: _____	<input type="checkbox"/> ft ² <input type="checkbox"/> acre
---------------------------	------------------	--------------------------------	---

(Select all Applicable)

- | | | |
|--|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> Backs on to Park/Green Space | <input type="checkbox"/> Corner | <input type="checkbox"/> Irregular |
| <input type="checkbox"/> Backs on to Field/Open Space | <input type="checkbox"/> Lane | <input type="checkbox"/> Waterfront |
| <input type="checkbox"/> Fronts on to Park/Green Space | <input type="checkbox"/> Rectangular | <input type="checkbox"/> Cul-De-Sac |

Outdoor Area: (Select all Applicable)

- | | | | |
|--|--|---|--------------------------------------|
| <input type="checkbox"/> Balcony | <input checked="" type="checkbox"/> Deck | <input type="checkbox"/> Fenced | <input type="checkbox"/> Garden Area |
| <input checked="" type="checkbox"/> Lawn Back | <input checked="" type="checkbox"/> Lawn Front | <input type="checkbox"/> Partially Fenced | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Xeriscape | <input type="checkbox"/> Firepit | <input type="checkbox"/> Trees/Shrubs | |
| <input type="checkbox"/> Other (See Member Only Remarks) | | | |

For Apartments:

Direction Unit Facing: (Select all Applicable)

- | | | | | | |
|--------------------------------|-------------------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|
| <input type="checkbox"/> Front | <input type="checkbox"/> Back | <input type="checkbox"/> North | <input type="checkbox"/> South | <input type="checkbox"/> East | <input type="checkbox"/> West |
|--------------------------------|-------------------------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|

Fronts On/View: (Select all Applicable)

- | | | | |
|-------------------------------------|---------------------------------|------------------------------------|---------------------------------------|
| <input type="checkbox"/> Waterfront | <input type="checkbox"/> Garden | <input type="checkbox"/> Courtyard | <input type="checkbox"/> City/Skyline |
|-------------------------------------|---------------------------------|------------------------------------|---------------------------------------|

Garage/Parking:

Dimensions/Size W: _____ x L: _____	
Select applicable garage style (e.g. double attached select #2) Attached: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 Detached: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6	<input type="checkbox"/> Garage/Lane suite <input type="checkbox"/> R.V. Garage Heated Garage: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No Garage Number of Garage Door Remotes ¹ _____ Are the Garage Door Remotes WIFI Enabled <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Parking Space(s): (Select all Applicable)

- | | | | | | |
|----------------------------------|----------------------------------|--------------------------------------|---------------------------------------|--|--|
| <input type="checkbox"/> Carport | <input type="checkbox"/> Covered | <input type="checkbox"/> Parking Pad | <input type="checkbox"/> R.V. Parking | <input checked="" type="checkbox"/> Parking Space(s) | <input type="checkbox"/> Underground Parking |
|----------------------------------|----------------------------------|--------------------------------------|---------------------------------------|--|--|

Parking Stalls:

Number of Parking Stalls:

Exclusive: ☐ 1 ☐ 2 ☐ 3 Titled: ☐ 1 ☐ 2 ☐ 3

Garage/Stall Number(s): _____

Insulated Garage: ☒ Fully ☐ Partially ☐ Un-InsulatedNo. of Surface Parking Stalls: ☐ 1 ☐ 2 ☐ 3No. of Underground Parking Stalls: ☐ 1 ☐ 2 ☐ 3

Parking Legal Description: _____

Driveway Surface: (Select all Applicable)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Asphalt | <input checked="" type="checkbox"/> Concrete Drive | <input type="checkbox"/> Double Drive | <input type="checkbox"/> Exposed Aggregate |
| <input type="checkbox"/> Rubber Pavement | <input type="checkbox"/> Interlocking Block | <input type="checkbox"/> Gravel Drive | <input type="checkbox"/> Paved Drive |
| <input type="checkbox"/> Single Drive | <input type="checkbox"/> Triple Drive | <input type="checkbox"/> Other (See Member Only Remarks) | |

M TOTAL NO. OF OFF STREET PARKING (include all selections, e.g., garage plus driveway)

2



Seller(s) Initials

M CONDO FEES ASSESSED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	M CONDO FEES AMOUNT: \$ <u>162.00</u>	M SPECIAL ASSESSMENT LEVY: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Levy amount: \$ _____
Condo Name: <u>Aspen Pointe</u>		M CONDO MANAGEMENT: <input type="checkbox"/> Self Managed <input checked="" type="checkbox"/> Property Management Firm	
M MANAGEMENT FIRM NAME: <u>Boyes Group Realty</u>		M MANAGEMENT FIRM PHONE NO.: _____	
M PETS: <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed <input type="checkbox"/> Allowed with Restrictions		Storage: <input type="checkbox"/> Yes <input type="checkbox"/> No	Storage Location _____
In-suite laundry: <input type="checkbox"/> Yes <input type="checkbox"/> No		Storage Unit Number _____	

M CONDO FEES INCLUDE: (Select all Applicable)

- | | | | | |
|--|--|---|---|--|
| <input type="checkbox"/> Cable | <input checked="" type="checkbox"/> Com. Area Maint. | <input type="checkbox"/> Ext. BLDG Maint. | <input checked="" type="checkbox"/> Garbage | <input type="checkbox"/> Heat |
| <input checked="" type="checkbox"/> Insurance (Common) | <input type="checkbox"/> Internet | <input checked="" type="checkbox"/> Lawn Care | <input type="checkbox"/> Power | <input checked="" type="checkbox"/> Reserve Fund |
| <input type="checkbox"/> Sewer | <input checked="" type="checkbox"/> Snow Removal | <input type="checkbox"/> Water | <input type="checkbox"/> Other (See Member and/or Public Remarks) | |

Condo Common Area: (Select all Applicable)

- | | | | | |
|---|--|--|-----------------------------------|---|
| <input type="checkbox"/> Amenities Room | <input type="checkbox"/> Club House | <input type="checkbox"/> Dining Facility | <input type="checkbox"/> Elevator | <input type="checkbox"/> Exercise Area |
| <input type="checkbox"/> Gated | <input type="checkbox"/> Guest Suite | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Lounge | <input type="checkbox"/> Playground |
| <input type="checkbox"/> Swimming Pool (Indoor) | <input type="checkbox"/> Swimming Pool (Outdoor) | <input type="checkbox"/> Recreation Centre | <input type="checkbox"/> Sauna | <input type="checkbox"/> Shared Laundry |
| <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> Visitor Parking | <input type="checkbox"/> W. Chair Accessible | | |

						ROOM CODES		FLOORING CODES	
Levels: Main – M Second – 2 Third – 3 Fourth – 4 Fifth – 5 Basement – B Loft – LO						Attic	ATT	Carpet	CP
<u>M</u>	<u>LEVEL</u>	<u>ROOM</u>	<u>RM WIDTH</u>	<u>RM LENGTH</u>	<u>FLOORING</u>	Bedroom	BD	Carpet Tile	CPT
1.	Main	Kitchen	10.3	12.4	Laminate	Bonus Room	BO	Ceramic	CR
2.	Main	2-pc En Suite	x	x	Tile	Den	DN	Concrete	CON
3.	Main	Living Room	14	19.9	Laminate	Dining Room	DI	Cork	COR
4.	Main	Dining Room	10.5	10.5	Laminate	Family Room	FA	Eng. Hardwood	EHW
5.	2nd	Bedroom	12.6	10.11	Carpet	Foyer	FOY	Hardwood	HW
6.	2nd	Bedroom	9.5	10	Carpet	Games Room	GA	Laminate	LAM
7.	2nd	Bedroom	8.11	11.11	Carpet	Great Room	GR	Linoleum	LIN
8.	2nd	Laundry	x	x	Tile	Kitchen	KI	Marble	MB
9.	2nd	4-pc Bath	x	x		Kitchen/Dining	KI/DI	Parquet	PQ
10.	2nd	4-pc Bath	x	x	Tile	Laundry	LA	Slate	SL
11.						Laundry/Bath	LA/BA	Stone	ST
12.						Laundry/Mud Room	LA/MU	Tile	TI
13.						Laundry in Utility	LA/UT	Vinyl Plank	VNP
14.						Living Room	LI	Vinyl Tile	VNT
15.						Loft	LO	Wood	WD
16.						Mud Room	MUD	Other	OTH
17.						Nook	NK		
18.						Office	OFF		
19.						Other	OTH		
20.						Playroom	PLAY		
						Porch	PO		
						Primary Bedroom	PB		
						Recreation Room	REC		
						Rough In Bath	RIB		
						Storage	ST		
						Sun Room	SUN		
						Theater	THX		
						Unfinished	UNF		
						Utility	UTI		
						Workshop	WRK		
						Bathroom – BA2, BA3, BA4, BA5			
						En-suite – EN2, EN3, EN4, EN5			

Section must correspond with questions 1B and 1C of the Sellers MLS® Brokerage Contract - 310

M THE Seller ☒ **Does** ☐ **Does Not** agree to allow OTHER members of the Association using information contained on the MLS® System to contact the Seller in the event the contract expires without the property having sold or is cancelled prior to the expiry date.

M THERE are exclusions or exceptions to the Seller's Brokerage's duties and obligations under this contract ☐ Yes ☒ No

12:25 PM

mm <u>07</u> dd <u>06</u> yyyy <u>2025</u> DATE	I ACKNOWLEDGE HAVING CAREFULLY READ THIS ENTIRE FORM AND CONFIRM THE ACCURACY OF ALL THE ABOVE INFORMATION CONCERNING MY PROPERTY. I AGREE TO ALLOW ACCURACY CHANGES TO ITEMS SUCH AS TAXES, ASSESSMENT, LEGAL DESCRIPTION AND LOT SIZE.	<div style="border: 1px solid black; padding: 5px; text-align: center;"> SELLER'S SIGNATURE Ibikunle Ayotunde Ogunbanwo </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> SELLER'S SIGNATURE Olubukola Omolayo Ogunbanwo </div>
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SELLER'S MLS® BROKERAGE CONTRACT - 310

Developed & Provided by your Saskatchewan REALTORS® Association

This form to be used with Data Entry Form 300/350/375/400/450/500 or 700.

BETWEEN Ibikunle Ayotunde Ogunbanwo 6393840942
(Name of **Owner(s)**: herein called **Seller**) (Phone) (☒ Do Not Publish)

Olubukola Omolayo Ogunbanwo 6393840942
(Name of **Owner(s)**: herein called **Seller**) (Phone) (☒ Do Not Publish)

309-315 Kloppenburg LINK Saskatoon SK S7W 0V9 ogunbanwoibikunlea@gmail.com
(Primary Address) (Postal Code) (Email)

AND: Realty Executives Saskatoon
(Full Name of **Seller's Brokerage**: herein called **Seller's Brokerage**)

3032 Louise Street Saskatoon SK S7J3L8
(Address) (Postal Code) (Email)

1. TERM OF CONTRACT

- A. The Seller hereby lists **exclusively** with the Seller's Brokerage the property described in Paragraph 2. This Contract comes into full force and effect on mm 07 dd 07 yyyy 2025 until 11:59 p.m. on mm 10 dd 31 yyyy 2025 unless renewed in writing.
- B. ☐ Does ☐ Does not agree to allow OTHER members of the Association using information contained on the MLS® System to contact the Seller in the event this Seller's Brokerage contract EXPIRES WITHOUT THE PROPERTY HAVING SOLD or is cancelled prior to the expiry date to discuss listing or otherwise marketing the property.
- C. There ☐ are ☒ are not exclusions or exceptions to the Seller's Brokerage's duties and obligations under this contract. Any such exclusions or exceptions are outlined in the attached Schedule "_____" or,

- D. The Seller's Brokerage is hereby authorized to obtain any and all information concerning the property from any person, corporation or governmental authority.

2. PROPERTY

- A. Civic Address: 309 315 Kloppenburg LINK Saskatoon S7W 0V9
Unit/Suite No. Building No. Street Name Street Type Street Direction City/Town Postal Code
- B. Legal Description and/or Business Name:
Parcel(s) 203227310, Unit# 4

3. TERMS OF SALE

- A. Asking Price: 397,900.00 B. Possession Date: TBD
- C. Terms: _____

4. LISTING SERVICE AND BUYER BROKERAGE. The Seller directs the Seller's Brokerage:

- A. To list the property with the MLS® System of the Real Estate Association of which the Brokerage is a member and to cooperate with other Brokerages who are acting as Buyer's Brokerages. The Seller's Brokerage may publish the Seller's Property Condition Disclosure Statement (if attached).
- B. To allow a sales representative authorized by the Seller's Brokerage to make the agency disclosures required of the Seller's Brokerage.

It
Seller(s) Initials

5. A. COLLECTION, USE AND DISCLOSURE OF PROPERTY AND PERSONAL INFORMATION

The Seller consents to the collection, use and disclosure of property and personal information by the Seller's Brokerage and, with the permission of the Seller's Brokerage by any co-operating brokerages, for the purpose of listing and marketing the property defined as, but not limited to:

- (i) listing and advertising the property using any medium including the Internet;
- (ii) permission for listing agent to display auxiliary photos;
- (iii) disclosing property information to prospective buyers, brokers, salespersons and others who may assist in the sale of the property;
- (iv) the capture and use of the listing price, sale price, information found in the listing agreement, including the Seller's other personal information and other property-related information. This includes but is not limited to photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys, and property description; and
- (v) such other use of the seller's personal information as is consistent with listing and marketing of the property.

B. The Seller consents to the placement and posting of property information by the Brokerage into the database(s) of the MLS® System of the Association, the Canadian Real Estate Association's REALTOR.ca site, or any third-party database, including databases supporting third party advertising of real estate. The seller further acknowledges that the Association may:

- (i) distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others;
- (ii) market the property, at its option, in any medium, including electronic media and the internet;
- (iii) compile, retain and publish any statistics including historical MLS® System data which may be used by licensed association members to conduct comparative market analyses; and
- (iv) make such other use of the information as the board deems appropriate in connection with the listing, marketing and selling of real estate.

C. THE SELLER FURTHER ACKNOWLEDGES THAT THE OWNER OF THE DATABASE(S) MAY, DURING THE TERM OF THE LISTING AS WELL AS AFTER THE SALE OF THE PROPERTY USE, RETAIN, REPRODUCE AND DISCLOSE, THROUGH PUBLICATION OR PLACEMENT AND POSTING ON THE INTERNET, AND PROPERTY INFORMATION, INCLUDING SALE PRICE AND ANY STATISTICS OR THE RESULTS OF ANY ANALYSIS DERIVED THEREFROM, FOR ANY PURPOSE ASSOCIATED WITH THE LISTING, MARKETING, SALE OR PURCHASE OF REAL ESTATE OR THE ANALYSIS OF REAL ESTATE TRANSACTIONS.

D. LICENSING OF LISTING CONTENT

- (i) The seller grants to the Brokerage a non-exclusive, irrevocable, royalty-free license to use, publish, display, reproduce and sub-license all photographs, images, videos, virtual tours, drawings, text, descriptions and any other copyrightable elements related to the property, submitted by the Seller to the Brokerage or the Brokerage's Salesperson (the "Seller Listing Content").
- (ii) The Seller acknowledges and agrees that as between the Seller and the Brokerage, any copyrightable elements relating to the property obtained or produced by the Brokerage or the Brokerage's Salesperson (the "Brokerage Listing Content") is owned exclusively by the Brokerage and the Seller has no interest, right or title to any Brokerage Listing Content.

6. BROKERAGE'S REMUNERATION. The Seller agrees:

A. To pay to the Seller's Brokerage a gross commission of 6% on 1st \$100,000.00/ 4% on 2nd \$100,000.00/ 2% On Balance the sale price of the property or one half of the deposit forfeited pursuant to a Contract of Purchase and Sale of the property, whichever is less, plus applicable taxes in respect of the commission (**commission + tax = remuneration**) if:


- (i) during the term of this Contract the Seller and a Buyer enter a legally enforceable Contract of Purchase and Sale;
- (ii) within 180 days of expiration of this Contract, the Seller and a Buyer enter into a legally enforceable Contract of Purchase and Sale, in respect of which the efforts of the Seller's Brokerage during the term of this Contract were an effective cause; or
- (iii) a prospective Buyer offers in writing during the term of the Contract, to purchase the property on the terms and conditions described in Section 3 above, even if the Seller does not accept the offer;

except that 6A(ii) above shall not apply if the Seller must pay commission on the sale to another Brokerage arising from a Brokerage Contract entered into by the Seller and that other Brokerage after the expiration of this Contract, even if the efforts of the Seller's Brokerage under this Contract were an effective cause of the sale.

B. The remuneration earned by the Seller's Brokerage shall be payable upon completion of the sale or when paragraph 6A(iii) above applies, seven days after demand by the Brokerage.

7. ASSIGNMENT OF REMUNERATION

- A. **The Seller hereby irrevocably** assigns to the Seller's Brokerage from the proceeds of sale of the property, the amount of remuneration due to the Seller's Brokerage and authorizes the Seller's Brokerage to retain from the deposit monies the amount of the Seller's Brokerage's remuneration.
- B. The Seller further hereby irrevocably and unconditionally directs and authorizes their solicitor, or any other solicitor acting on their behalf in this sale, to pay the aforesaid commission and taxes, less any deposit, from the proceeds of the sale when releasable. This shall be and constitute full and sufficient authority for so doing and appoints the Seller's brokerage as the Seller's irrevocable agent to demand and receive payment thereof.
- C. I now encumber all of my interest in the Land, Buildings and Attached Goods for the benefit of the Brokerage to secure payment to the Brokerage of all money which may be owed by me to the Brokerage under this Agreement. I agree that the Brokerage is entitled to encumber the Land in accordance with the *Land Titles Act, 2000 (Saskatchewan)*.


Seller(s) Initials

8. THE SELLER'S BROKERAGE AGREES WITH THE SELLER AS FOLLOWS:

- A. To act only as the Brokerage for the Seller except where Limited Dual Agency exists.
- B. To provide information about the property to Buyer's Brokerages.
- C. Subject to 11B below, to exercise duties of loyalty, obedience, competence, confidentiality, accountability, and disclosure to the Seller.
- D. To accept remuneration from the Buyer only with the knowledge and consent of the Seller.
- E. To assist in obtaining a Buyer for the property the Seller's Brokerage will offer to a Buyer's Brokerage a portion of the Seller's Brokerage's remuneration in the amount of 3% On 1st \$100,000.00/2% on 2nd \$100,000.00/ 1% On Bal. the sale price.

9. THE SELLER

- A. ☒ Does agree to give the Seller's Brokerage authority to advertise the property and authority to permit or not permit other brokerages to advertise the property and to set the conditions, if any, thereof
- B. ☒ Does ☐ Does not agree to allow the Seller's Brokerage to place "For Sale" sign upon the property.
☒ Does ☐ Does not agree to allow the Seller's Brokerage to place "Sold" sign upon the property.
- C. Agrees to allow a Buyer's Brokerage or a Seller's Brokerage to show the property to a prospective Buyer.
- D. Agrees to refer to the Seller's Brokerage all enquiries for the purchase of the property, and to deliver to the Seller's Brokerage all offers and Contracts of Purchase and Sale, with respect to the property which may be received during the term of this Exclusive Contract or arising by reason of the efforts of the Seller's Brokerage.

10. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. It is not a breach of the Seller's Brokerage's duty of confidentiality if the publication of the information relating to the property by the MLS® System results in the information becoming known to members of the public, including a prospective Buyer(s) and Buyer's Brokerage.
- B. It is not a breach of duty to the Seller for the Seller's Brokerage to list, show or sell property of competing Sellers.
- C. This property is not listed with any other Brokerage.
- D. Another Brokerage representing only a Buyer does not owe fiduciary duties to the Seller.
- E. A Seller, who is a non-resident of Canada, must comply with *The Income Tax Act* of Canada upon completion of the sale.
- F. The REALTOR® shall disclose to the buyer all material defects about the physical condition of the property known to the REALTOR®.
- G. Seller's Brokerage will not be held liable in any manner whatsoever for any acts or omissions of other brokerages with respect to advertising.

11. LIMITED DUAL AGENCY

- The Seller agrees that the Seller's Brokerage may also act as agent for the Buyer of a property in which the Buyer is interested, in which case:
- A. The Seller's Brokerage shall disclose to the Seller his/her agency relationship with the Buyer prior to the Seller's Brokerage presenting a Contract of Purchase and Sale from that Buyer to the Seller, but shall not have to disclose such relationship before that time;
 - B. The duties of the Seller's Brokerage to the Seller and the Buyer will be modified by the limitations of Limited Dual Agency described in the Saskatchewan REALTORS® Association document entitled "Agency Disclosure" which the Seller acknowledges he/she has read and agreed to.

12. MISCELLANEOUS PROVISIONS

- "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- "Period" or "date of expiration" of this Contract includes the period or date of expiration of any written extension.
- Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of Saskatchewan.
- The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- This Contract shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors or assigns.
- This Contract shall automatically end if the Seller's Brokerage ceases to be a member of an Association.

13. ENTIRE AGREEMENT - THIS SELLER'S BROKERAGE CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE DATA INPUT FORM (WHEN SIGNED BY THE SELLER) AND SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER) AND ANY SCHEDULE "____" (WHEN ATTACHED AND SIGNED BY THE SELLER).

BY SIGNING THIS CONTRACT, THE SELLER ACKNOWLEDGES HAVING RECEIVED AND READ THE DOCUMENT PUBLISHED BY THE SASKATCHEWAN REALTORS® ASSOCIATION ENTITLED, "AGENCY DISCLOSURE". The Seller acknowledges having read and understood this Contract, that it accurately describes the agreement with the Seller's Brokerage, and that a copy of it has been received by the Seller this date.

SIGNED at _____, on mm _____ dd _____ yyyy _____.

SIGNED IN THE PRESENCE OF:

Authentisign



07/05/25

SELLER'S BROKERAGE

WITNESS

SELLER Ibikunle Ayotunde Ogunbanwo

Authorized Brokerage Representative
Numaan Shafgat

WITNESS

SELLER Olubukola Omolayo Ogunbanwo

Witness

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