



# 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:

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

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

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

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

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

From: Hammond Realty

(Real Estate Company)

Signed at \_\_\_\_\_ mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_.

Witness

Signature

Witness

Signature

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# Farm Contract of Purchase and Sale

From:

Herein Called "Buyer"			
Name	Address	City/Town/Province/Postal Code	Phone

To:

Herein Called "Seller"			
Name	Address	City/Town/Province	Postal Code
Kirby Dean Lasko	Box 357	Pelly, SK	S0A 2Z0
Ronda Lasko	Box 357	Pelly, SK	S0A 2Z0
Tyson John Hilton Lasko	Box 357	Pelly, SK	S0A 2Z0

## Section 1. PROPERTY:

Rural Municipality of St. Phillips #301

1.1.

Legal Land Description	Parcel #	Allocated Parcel Purchase Price
SE 8-33-31-W1 Ext 0	144410442	\$
NE 8-33-31-W1 Ext 19 NE 8-33-31-W1 Ext 60	152152422 152152433	\$
<b>Total Purchase Price</b>		\$

1.2.

Legal Land Description	Parcel #	Allocated Parcel Purchase Price
SW 9-33-31-W1 Ext 0 SW 9-33-31-W1 Ext 3	144410497 144484476	\$
<b>Total Purchase Price</b>		\$

1.3.

Legal Land Description	Parcel #	Residence	Farm Buildings	Land	Allocated Parcel Purchase Price
SW 16-33-31-W1 Ext 0	143931247	\$	\$	\$	\$
NW 16-33-31-W1 Ext 0	144410699	Not Applicable	Not Applicable	\$	\$
<b>Total Purchase Price</b>		\$	\$	\$	\$

1.4.

Legal Land Description	Parcel #	Allocated Parcel Purchase Price
SE 17-33-31-W1 Ext 0 SE 17-33-31-W1 Ext 3	144410712 144484218	\$
NE 17-33-31-W1 Ext 0	144410734	\$
SE 20-33-31-W1 Ext 0 SE 20-33-31-W1 Ext 3	144410802 144484229	\$
<b>Total Purchase Price</b>		\$

1.5.

Legal Land Description	Parcel #	Allocated Parcel Purchase Price
SW 28-33-31-W1 Ext 66	152152523	\$
NW 28-33-31-W1 Ext 0 NW 28-33-31-W1 Ext 3	143945950 144484364	\$
<b>Total Purchase Price</b>		\$

**Total Purchase Price of all offered Sections 1.1 through 1.5: \$**\_\_\_\_\_

The Seller and Buyer agree that any property that does **NOT** show a purchase price in Sections 1.1 through 1.5 above, is **NOT** included in this transaction.

## **Section 2. THE TRANSACTION:**

The above-mentioned **Buyer** hereby offers to purchase **only the property with values shown** as detailed in **Section 1** above, from the above mentioned **Seller**, subject to the reservations and exceptions appearing in the existing Certificate of Title for the **SUM (Purchase Price)** of:

\_\_\_\_\_  
**----xxDollars.**



- \$ .00 (2.1) **PURCHASE PRICE** to be paid as follows:
- \$ .00 (2.2) **DEPOSIT**, to be deposited with the Seller's Brokerage within **5 business days of offer acceptance**, to be held in trust and: (a) to be credited on account of purchase money pending completion; or (b) other termination of this contract.
- \$ .00 (2.3) approximate balance of **CASH**, to be paid subject to the adjustments herein provided, to the Seller's Solicitor or Brokerage of the Seller, or to the Buyer's Solicitor as the case may be, **5 (Five)** days before the completion date. In closing this transaction, the Seller's solicitor and the Buyer's solicitor may by agreement between them, impose and undertake trust conditions upon each other.

### **Section 3. CONDITIONS:**

**This offer is NOT subject to any conditions:**

3.1

### **Section 4. TERMS:**

**The following shall be the terms of the Contract of Purchase and Sale of the property:**

- 4.1 **COMPLETION:** This transaction of purchase and sale shall be closed on or before twelve noon  
(month) (day) (year) 202 .
- 4.2 **POSSESSION:** The Buyer shall have **VACANT** possession of the property upon completion or as follows: Land to be VACANT. The Seller to have sole continued use of the yardsite, rent free, to August 1, 2026, at which time the yardsite is to be VACANT. The Seller to be repsonsible for all utility bills, content insurance for any of the Sellers items remaining on the property, building insurance in favor of the Buyer, and general maintenance of the yardstie and all buildings, until such time as the Seller vacates the yardsite.
- 4.3 **ADJUSTMENTS:** Property taxes to be adjusted as of **January 1, 2026**. All remaining normal adjustments for the Property, if any, including but not limited to, utilities, shall be adjusted as per Section 4.2 above. All adjustable items are the **Buyer's** responsibility for the entire Possession Day.
- 4.4 Tender or payment of monies by the **Buyer** to the **Seller** will be by certified cheque, bank draft, cash, or Solicitor's trust cheque on or before the completion date. The **Buyer** agrees to pay to the **Seller** interest at the rate of **6.0 % per annum**, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Seller, his/her Solicitor or his/her Brokerage as at the completion date, the interest to be calculated from the completion date, until monies are paid to the Seller or his/her aforesaid agents. The obligation to pay interest shall not in any way affect the Buyer's obligation to close the purchase on the date referred to in Section 4.1 above.

- 4.5 The Title to the lands shall be transferred **FREE and CLEAR** of all encumbrances and liens except: **(a)** those implied by law; **(b)** non-financial obligations now on the title, such as easements, utility right-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the property; and **(c)** those items the Buyer otherwise agreed to assume in this contract.
- 4.6 This Section applies **ONLY** to the Buyer of the SW 16-33-31-W1 Ext 0:
- a) The said property shall be deemed to include all land, buildings, whether on foundations or skids, and all fixtures and improvements including, but not limited to:
- House with all existing house appliances, heating and water systems, in an "as is" condition.
  - Metal Quonset
  - Workshop
  - Livestock shelters, corrals, fencing.
  - Miscellaneous Outbuildings.
- b) The following items are **NOT** included:
- All grain bins.
  - All metal livestock handling systems and panels.
  - All not included items to be removed on/before August 1, 2026.
- NOTE: The Buyer to be responsible for cleanup and levelling of all grain bin sites, including but not limited to concrete left behind upon removal of the grain bins.**
- 4.7 Unless otherwise stated herein, any mineral titles for mineral commodities owned by the Seller are **NOT INCLUDED** in the Purchase Price.
- 4.8 The **Buyer** agrees that any crop unharvested or stored on the land may be harvested and removed from the land according to The Agricultural Leaseholds Act.
- 4.9 **INSURANCE:** The risk of loss or damage to the property shall lie with the Seller until the earlier of the Completion Day or the date possession is granted to the Buyer. If loss or damage to the property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the property. See Section 4.2 above.
- 4.10 It is agreed that for tax purposes, the Seller's "Proceeds of Disposition" and the Buyer's "Cost of Acquisition" shall be allocated as detailed in Section 1 of this contract.
- 4.11 The Buyer represents and warrants to the Seller that it is a registrant for the purpose of GST under the Excise Tax Act (Canada). The Buyer shall be liable for and shall indemnify and hold the Seller harmless from any liability relating to the GST which may be payable in respect to this transaction. The Buyer agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the Excise Tax Act (Canada).

- 4.12 The Seller represents and warrants to the Buyer that: (a) the Seller has the legal right to sell the property; (b) the Seller is/are resident(s) of Canada as defined under the provisions of Section 116 of *The Income Tax Act* and will provide satisfactory evidence of such residency.
- 4.13 The Seller is not aware of any environmental defects in or contamination of the land referred to herein that is in contravention of any applicable federal or provincial statutes or regulations as of the date hereof. If there are any outstanding work orders issued by an environmental authority or deficiency notices which the Seller does not repair or rectify before the date of completion, the purchaser shall be entitled to an abatement of the purchase price for the cost of repair or rectification.
- 4.14 The **Seller** and **Buyer** agree to prepare and execute promptly any documents required to complete this transaction. The **Seller** shall pay for the preparation of the Transfer of Title and the **Buyer** shall pay for the registration of the Transfer of Title under *The Land Titles Act*. The costs related to any mortgage or other financing of the purchase price, other than an Agreement for Sale, shall be paid by the **Buyer**. The **Seller** shall pay for all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by the Buyer.
- 4.15 The Buyer acknowledges and agrees the Seller, the Seller's Brokerage and the Buyer's Brokerage, make no warranties or guarantees whatsoever with regards to the amount of cultivated acres, or potential cultivated acres, that will be available to the Buyer on the property. The Seller and the Buyer acknowledge and agree that, except as otherwise described in this contract, there are **no other warranties, representations or collateral agreements** made by or with the other party, the **Seller's** Brokerage and the **Buyer's** Brokerage about the property, or any neighboring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the land and buildings, or the existence of any environmental condition or problem, and the **Buyer** hereby agrees to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth.
- 4.16 The Buyer acknowledges and agrees the Seller reserves the right to disclose the amount of the highest tender/offer received to all Buyers who have submitted a tender/offer.
- 4.17 **TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.**

## **Section 5. REMEDIES / DISPUTES:**

- 5.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the **Buyer**.
- 5.2 If this offer is accepted and the conditions in Section 3. above have not been satisfied or waived in writing by the date set forth, the entire deposit and any other monies paid by the **Buyer** shall be forthwith returned to the **Buyer**.

- 5.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in Section 3. above and the **Buyer** fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the **Seller's** option. Where the defaulting party is the **Buyer**, the deposit and any other monies shall be forthwith delivered to the **Seller's** brokerage as forfeiture to the seller.
- 5.4 The **Buyer** and the **Seller** agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.
- 5.5 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the **Buyer** or the **Seller** seeking a civil remedy for a breach of this contract.
- 5.6 In the event the Buyer is a corporate body, the provisions of the Land Contracts (Actions) Act and The Limitations of Civil Rights Act of the Province of Saskatchewan are hereby waived by the Buyer upon acceptance of this agreement.

### **AGENCY**

Seller's Brokerage			
Agent	Wade Berlinic		
Brokerage	Hammond Realty		
Address	113 3 <sup>rd</sup> Ave West	Box 1054	
City/Town	Biggar, SK	S0K 0M0	
Office	306-948-5052	Fax 306-948-5053	

Buyer's Brokerage			
Agent	Wade Berlinic		
Brokerage	Hammond Realty		
Address	113 3 <sup>rd</sup> Ave West	Box 1054	
City/Town	Biggar, SK	S0K 0M0	
Office	306-948-5052	Fax 306-948-5053	

By signing this offer the **Buyer** acknowledges having received and read the Brochure published by the Association of Saskatchewan REALTORS® entitled, "**Agency Disclosure**". The **Buyer** acknowledges having read and understood this Brochure, that it accurately describes the agreement with the Buyer's Brokerage, and that a copy of it has been received by the Buyer on/before this date.

The Buyer and Seller hereby acknowledge and accept that the Brokerage is acting as agent for both the Buyer and the Seller in a Limited Dual Agency (via **same salesperson / different salesperson**) and that the Brokerage's duties to each of them will be modified by the limitations set out in the **Agency Disclosure** brochure. The Buyer and Seller acknowledge having received, read, and understood this Brochure.



## **Section 6. OFFER:**

- 6.1 Unless sooner revoked, this offer is open to acceptance by the **Seller** up to **5:00 PM November 28, 2025.**
- 6.2 Upon acceptance of this offer within the time prescribed in Section 6.1, this contract shall constitute a binding contract of purchase and sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**DATED AT** \_\_\_\_\_ **AM/PM**, this \_\_\_\_\_ day of \_\_\_\_\_, **2025.**

**SIGNED, SEALED AND DELIVERED** in the presence of \_\_\_\_\_ **IN WITNESS WHEREOF** I have hereunto set my hand

\_\_\_\_\_  
**Witness -**

\_\_\_\_\_  
**Buyer -**

\_\_\_\_\_  
**Witness -**

\_\_\_\_\_  
**Buyer -**

**Any person signing above as Buyer on behalf of a Corporate Buyer is guaranteeing they have the authority to bind the corporation.**

## **Section 7. ACCEPTANCE AND DIRECTION TO PAY COMMISSION AND TAXES**

The Seller accepts the above offer together with all its terms and conditions contained therein and covenant to carry out the sale on the terms and conditions mentioned herein. I/We do further acknowledge my/our obligation to pay commissions or forfeiture and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the agency agreement with respect to the property. **I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR**, as indicated by me/us below, or any other solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our 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.

**DATED AT** \_\_\_\_\_ **AM/PM**, this \_\_\_\_\_ day of \_\_\_\_\_, **2025.**

**SIGNED, SEALED AND DELIVERED** in the presence of \_\_\_\_\_ **IN WITNESS WHEREOF** I have hereunto set my hand

\_\_\_\_\_  
**Witness -**

\_\_\_\_\_  
**Seller – Kirby Dean Lasko**

\_\_\_\_\_  
**Witness -**

\_\_\_\_\_  
**Seller – Ronda Lasko**

\_\_\_\_\_  
**Witness -**

\_\_\_\_\_  
**Seller – Tyson John Hilton Lasko**

