

**CONTRACTOR SERVICE AGREEMENT
(the “Agreement” or “Service Agreement”)
For INDIVIDUAL APPRAISER
(RECEIVE MLS® ACCESS AND/OR SUPRA KEY)**

BETWEEN:

**RED DEER AND DISTRICT REAL ESTATE BOARD CO-OP LTD.
o/a CENTRAL ALBERTA REALTORS® ASSOCIATION
(the “ASSOCIATION”)**

-AND-

**(the “CONTRACTOR”)
WHO IS AN EMPLOYEE FOR:**

(APPRAISAL COMPANY NAME)

PREAMBLE:

- A. The ASSOCIATION provides a broad range of services including MLS® Data access and Supra Key;
- B. The CONTRACTOR is a licensed individual appraiser in the Province of Alberta who wishes to enter into an Agreement for services with the ASSOCIATION;
- C. The ASSOCIATION has agreed to allow the CONTRACTOR access to some but not all of the services in accordance with the terms described in this Service Agreement; and
- D. The CONTRACTOR wishes to receive MLS® Data access and access to the Supra Key service.

TERMS:

The ASSOCIATION and the CONTRACTOR agree:

- 1. The initial term of this Agreement is from the date that the ASSOCIATION assigns the Agreement until 11:59 p.m. on the following 31st day of December, unless earlier terminated pursuant to the terms and conditions herein. The initial term will automatically renew for the next calendar year and every year thereafter unless the ASSOCIATION or the CONTRACTOR terminate this Agreement as follows:
 - (a) The CONTRACTOR may terminate this Service Agreement by delivering a written notice to the ASSOCIATION at:
4922 – 45 Street, Red Deer, Alberta, T4N 1K6
Fax Number: (403) 347-9080
ATTENTION: EXECUTIVE OFFICER

The termination will be effective immediately upon receipt of the notice by the ASSOCIATION.

- (b) The ASSOCIATION may terminate this Service Agreement at any time by delivering a written notice to the CONTRACTOR by one of the following means:
 - i. at the fax number on file at the ASSOCIATION
 - ii. by email to the email address provided by the CONTRACTOR to the ASSOCIATION

- iii. by personal delivery (if the CONTRACTOR is an individual) or to the registered office of the CONTRACTOR (if the CONTRACTOR is a corporation). The termination will be effective immediately upon receipt of the notice by the CONTRACTOR.

Notices sent by fax or email are received the date they are sent by the ASSOCIATION and notices sent by personal delivery or registered mail are received on the date of delivery (if delivered personally) or the date the registered mail is received by the CONTRACTOR (if delivered by registered mail).

- (c) The CONTRACTOR acknowledges that the ASSOCIATION has the right to review the CONTRACTOR's rights granted pursuant to this Agreement at any time and serve notice of suspension, modification or non-renewal of its rights hereunder at the sole discretion of the ASSOCIATION and its Board of Directors. The CONTRACTOR acknowledges that it is not a member of the ASSOCIATION and is not granted any membership rights by entering into this Agreement. The CONTRACTOR shall not commence legal action of any sort against the ASSOCIATION claiming any membership rights or entitlement to any rights granted to any members of the ASSOCIATION. The rights granted to the CONTRACTOR are limited to the rights granted herein.

- 2. The ASSOCIATION will provide to the CONTRACTOR the services described in Schedule "A", attached hereto and forming part of this Service Agreement.
- 3. The CONTRACTOR will pay the ASSOCIATION an annual fee plus all other applicable dues set forth in Schedule "A", which fees are subject to change at the discretion of the ASSOCIATION. If a CONTRACTOR enters into a Service Agreement during a portion of the calendar year, then the annual fee will be pro-rated and payable for the remaining months within the calendar year. The initial annual fee will be paid when the CONTRACTOR signs this Service Agreement and will be refunded if this Service Agreement is not approved by the ASSOCIATION within 60 business days.
- 4. Fees paid are not refundable following the acceptance of this Service Agreement by the ASSOCIATION.
- 5. The CONTRACTOR acknowledges and agrees to promptly pay any money owed to the ASSOCIATION. In addition, the CONTRACTOR agrees that the Association may take any legal action required to collect money owed to the ASSOCIATION by the CONTRACTOR, and the ASSOCIATION may recover from the CONTRACTOR all expenses incurred from the collection of a debt owed by the CONTRACTOR, including legal fees on a solicitor – client full indemnity basis.
- 6. The annual fee of \$250.00 + GST will be paid on or before January 31 of each calendar year. The ASSOCIATION, acting reasonably, may adjust the fees.
- 7. The CONTRACTOR will agree to sign any additional forms or agreements or obtain any records or documents, which may be reasonably required by the ASSOCIATION's Board of Directors or Executive Officer (including, but not limited to a criminal record check).

8. This Service Agreement may only be amended by a further written agreement, signed by the ASSOCIATION and the CONTRACTOR.
9. This Service Agreement will not be assigned by the CONTRACTOR.
10. The CONTRACTOR acknowledges and agrees that the submission of this Service Agreement constitutes its consent to the collection, use and disclosure by the ASSOCIATION of the information submitted in this Service Agreement and any other personal information about the CONTRACTOR collected by the ASSOCIATION during the course of the term of this Service Agreement in accordance with applicable privacy laws.
11. The CONTRACTOR understands that the collection, use and limited disclosure of any personal information will only be for the purposes of fulfilling the ASSOCIATION's mandate, including the provision of services, products and information to the CONTRACTOR by the ASSOCIATION or any organization authorized by the ASSOCIATION, and only in a manner consistent with applicable privacy laws.
12. Subject to applicable laws and with specific exemptions to protect the privacy of third parties, the CONTRACTOR understands that it may access its personal information held by the ASSOCIATION and may submit comments on or corrections to such information for inclusion with its personal information.
13. Disputes are to be mediated if the parties agree to mediation and failing agreement, all disputes shall be resolved by arbitration in accordance with the *Arbitration Act* (Alberta) by a single arbitrator. The parties must agree to mediate within thirty (30) days of the date one party notifies the other party of a dispute or the parties will be deemed not to have agreed to mediation and the dispute shall be decided by arbitration. The arbitrator will have the authority to award costs including reasonable solicitor and client legal fees and disbursements.
14. This Service Agreement is governed by the laws of the Province of Alberta and attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
15. The CONTRACTOR is not nor shall not be licensed as a realtor or broker under the *Real Estate Act* of Alberta while this Service Agreement is in effect.
16. The CONTRACTOR agrees that they shall abide by and conform to any and all rules that govern members of the ASSOCIATION with regards to the access to properties under the care and control of members of the ASSOCIATION. This includes but is not limited to access via the Supra Key system or any subsequent product used by the ASSOCIATION. The CONTRACTOR further covenants and agrees to abide by all bylaws of the ASSOCIATION notwithstanding the CONTRACTOR is not a member of the ASSOCIATION or has any membership rights granted to members of the ASSOCIATION.
17. During the term of this Service Agreement, the CONTRACTOR shall maintain commercial general liability insurance in the amount not less than \$5,000,000.00, unless the ASSOCIATION



authorizes the CONTRACTOR in writing to maintain a lower limit of insurance, and provide proof of such insurance upon request of the ASSOCIATION.

RED DEER AND DISTRICT REAL ESTATE BOARD CO-OP LTD. o/a CENTRAL ALBERTA REALTORS® ASSOCIATION

CONTRACTOR COMPANY NAME

PRINT NAME OF INDIVIDUAL CONTRACTOR

CONTRACTOR SIGNATURE

DATE

The following Documents are attached to this Service Agreement:

Proof of Insurance (E & O and CGL)
RECA Certificate/License

FOR ASSOCIATION USE ONLY:

Application Package received by: _____

Date: _____

SCHEDULE "A"
CONTRACTOR SERVICE AGREEMENT FOR INDIVIDUAL APPRAISER
(RECEIVE MLS® ACCESS AND/OR SUPRA KEY)

This schedule attached to and becoming part of the Contractor Service Agreement:

BETWEEN:

RED DEER AND DISTRICT REAL ESTATE BOARD CO-OP LTD.
o/a CENTRAL ALBERTA REALTORS® ASSOCIATION

AND

(the "CONTRACTOR")
WHO IS AN EMPLOYEE OF OR CONTRACTOR FOR:

(APPRAISAL COMPANY NAME)

INDIVIDUAL ADDRESS: _____

POSTAL CODE: _____ EMAIL ADDRESS: _____

BUSINESS PHONE: _____ COMPANY WEBSITE: _____

The CONTRACTOR agrees to advise the ASSOCIATION of the names of all persons in its employ or retains as independent contractors, which employees and independent contractors shall complete a separate Service Agreement, and pay the applicable fees if such employee or independent contractor wishes to have the rights granted to the CONTRACTOR herein.

As a condition of entering into this Agreement, the CONTRACTOR agrees to terminate the employment or services of any appraiser who it employs or retains as an independent contractor and whose submission of a Service Agreement is not approved or whose membership is subsequently terminated by the ASSOCIATION.

Annual CARA Fee: \$250.00 + GST
Annual SUPRA eKEY: \$310.00 + GST

QUARTERLY fees for MLS ACCESS: \$150.00 + GST (Jan/Apr/July/October)