

Finder's Fee Agreement

Glenfir School

7808 Pierre Drive, Summerland, BC

BETWEEN: _____

("BUYER'S REPRESENTATIVE" (FINDER))

(ADDRESS)

AND: **THE GLENFIR SCHOOL SOCIETY** _____

("SELLER")

BOX 1800, 7808 PIERRE DRIVE

SUMMERLAND, BC V0H 1Z0

(ADDRESS)

PROPERTY: **7808 PIERRE DRIVE** _____

ADDRESS OF PROPERTY

SUMMERLAND, B.C. _____

CITY/TOWN/MUNICIPALITY

V0H 1Z0 _____

POSTAL CODE

LOT 1 DL54 O.D.Y.D. KAP56127 _____

LEGAL DESCRIPTION

In consideration to the "Buyer's Representative" (Finder) for introducing the "Buyer" to the "Seller", the "Seller" covenants and agrees with the "Buyer's Representative" as follows:

1. The "Seller" is the owner of the Property.
2. The "Buyer's Representative" (Finder) is the agent for _____ (the "Buyer"), who may be interested in purchasing the Property.
3. The Seller will pay to the Buyer's Representative a fee of 5% (five percent) of the sale price plus applicable Harmonized Sales Tax and/or any other applicable tax in respect of the fee (fee + tax = remuneration) if a legally enforceable Contract of Purchase and Sale in respect of the Property is entered into at any time between the Seller and the Buyer.
4. The remuneration will be payable on the date the purchase and sale is completed.
5. Despite Clause 3, the remuneration will not be payable if the Buyer defaults or fails to complete the purchase of the Property.
6. The Seller acknowledges and agrees that:
 - a. the Buyer's Representative is acting for the Buyer throughout the transaction and does not owe any agency duties to the Seller;
 - b. no advice concerning the Property, including price or terms of sale, has been given by the Buyer's Representative to the Seller;
 - c. the Buyer's Representative is authorized to obtain any information concerning the Property from any person, corporation or governmental authority, including British Columbia Assessment;
 - d. nothing in this agreement, including the obligation of the Seller to pay the remuneration set out in Clause 3, shall be construed as creating an agency relationship between the Buyer's Representative and the Seller.
7. The Seller hereby irrevocably:
 - a. assigns to the Buyer's Representative from the proceeds of the sale of the Property the amount of remuneration due to the Buyer's Representative;
 - b. agrees to sign, in the Contract of Purchase and Sale, an irrevocable authority directing the Buyer and the Lawyer or Notary Public acting for the Buyer or Seller to pay to the Buyer's Representative the remuneration due to the Buyer's Representative.
8. In this Agreement "sale" includes an exchange and "sale price" includes the value of the property exchanged.
9. The interpretation of this Agreement and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
10. The parties acknowledge that this Agreement fully sets out the terms of the Agreement between them.
11. This Agreement shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.
12. This Agreement is effective from the date of signing for a period of ninety (90) days and will expire unless renewed in writing.

SIGNED, SEALED AND DELIVERED THIS _____ OF _____, _____.

(DAY)

(MONTH)

(YEAR)

THE GLENFIR SCHOOL SOCIETY BN. 137698536 _____

SELLER

BUYER'S REPRESENTATIVE (Print)

PER: _____

AUTHORIZED SIGNATURE

PER: _____
BUYER'S REPRESENTATIVE

BUYER (PRINT)

The Buyer acknowledges an agency relationship with the Buyer's Representative.

BUYER'S SIGNATURE