



# ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE Non-Developer

ÓÜSÒÜÖÒ: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (BROKERAGE - PLEASE PRINT)

ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_

PÜÖÜÖÜÖÖÜ: \_\_\_\_\_ MLS® No.: \_\_\_\_\_  
 (LICENSEE - PLEASE PRINT) (IF APPLICABLE)

## 1. PARTIES

<b>ASSIGNOR</b> _____	<b>ASSIGNEE</b> _____
<b>ASSIGNOR</b> _____	<b>ASSIGNEE</b> _____
ADDRESS _____	ADDRESS _____
_____ PC _____	_____ PC _____
PHONE _____	PHONE _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION _____
as defined under the <i>Income Tax Act</i> .	

## 2. CONTRACT OF PURCHASE AND SALE (Contract)

DATED	AMENDMENTS/ADDENDUM DATED	SELLER
ORIGINAL PURCHASE PRICE		
AMOUNT OF DEPOSITS PAID TO DATE		
DEPOSITS HELD BY	INTEREST ON DEPOSIT ACCRUES TO	

## 3. PROPERTY

UNIT NO. \_\_\_\_\_ STRATALOT NO. \_\_\_\_\_ PROPERTY ADDRESS \_\_\_\_\_

CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_ PID \_\_\_\_\_

LEGAL DESCRIPTION \_\_\_\_\_

## 4. TERMS

The Assignor hereby assigns to the Assignee as of the Effective Date, all the Assignor's right and title in and to the Contract on the following terms and subject to the following conditions:

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INITIALS

PROPERTY ADDRESS \_\_\_\_\_

**4.1 ASSIGNMENT AMOUNT:** In consideration of the Assignor assigning the Contract to the Assignee, the Assignee agrees to pay the Assignor the sum of \_\_\_\_\_ DOLLARS  
\$ \_\_\_\_\_ (Assignment Amount) determined as follows:

a)	Reimbursement of Deposits Paid to Date by Assignor	\$
b)	Balance of Assignment Amount	\$
c)	Assignment Amount (a+b)	\$
d)	Assignee's Total Purchase Price (original purchase price +b)	\$

**4.2 DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Assignment Amount, will be paid on the following terms: \_\_\_\_\_

All monies paid pursuant to this clause (Deposit) will be delivered in trust to \_\_\_\_\_ (the "Stakeholder") and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Assignee fails to pay the Deposit as required by this Assignment Agreement, the Assignor may, at the Assignor's option, terminate this Assignment Agreement.

**4.3 TERMS AND CONDITIONS:** The assignment of the Contract includes the following terms and is subject to the following conditions:

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Assignment Agreement will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

**4.4 EFFECTIVE DATE:** This Assignment Agreement shall be effective upon the later of: (a) the date that the last of any conditions set forth in Clause 4.3 hereof are satisfied or waived; or (b) such other date as specifically provided in Clause 4.3 hereof.

**4.5 RELEASE OF ASSIGNMENT AMOUNT:** The Assignment Amount shall be released to the Assignor in accordance with Option \_\_\_\_\_ below:

**Option A: Assignment Amount Released on Submission for Registration**

The Assignment Amount once paid and when all conditions, if any, are waived or satisfied, is to be held in trust by the Stakeholder and is to be released to the Assignor (and any real estate commission with respect to this Assignment Agreement is then payable) upon the transfer of the Property being submitted for registration in the appropriate Land Title Office and that if that does not happen by the date specified in the Contract, the Assignment Amount is to be released to the Assignee and this Assignment Agreement shall be terminated.

**Option B: Assignment Amount Released on Subject Removal**

The Assignment Amount once paid and when all conditions, if any, are waived or satisfied, shall be released by the Stakeholder to the Assignor (and any real estate commission with respect to this Assignment Agreement is then payable), and the Assignee expressly assumes all risks under the Contract including the risk that construction of the Property is not completed as provided for in the Contract or the Disclosure Statement. Even if the Seller does not complete construction of the Property or fails to complete the Contract, the Assignment Amount shall NOT be returned to the Assignee except where the Seller's failure to complete construction of the Property or complete the Contract is due to the Assignor's breach of this Assignment Agreement or the Contract.

**Option C: Portion of Assignment Amount Released on Subject Removal, Balance Released on Submission for Registration**

Once the Assignment Amount is paid and when all conditions waived or satisfied, the portion of the Assignment Amount equal to the deposits paid by the Assignor, is to be released to the Assignor, and the balance is to be held in trust by the Stakeholder and is to be released to the Assignor (and any real estate commission with respect to this Assignment Agreement is then payable) upon the transfer of the Property being submitted for registration in the appropriate Land Title Office and if that does not happen by the latest date specified in the Contract, at the option of the Assignee, the Assignment Amount is to be released to the Assignee and this Assignment Agreement shall be terminated.

**Option D: Other Terms – See Addendum**

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INITIALS

PROPERTY ADDRESS \_\_\_\_\_

- 4.6 DEPOSIT:** The Assignor assigns as of the Effective Date, all of the Assignor's interest in the Deposit set out in Section 2 (including the interest, if any, that accrues to the Assignor thereon) to the Assignee.
- 4.7 ASSUMPTION AND INDEMNITY BY ASSIGNEE:** The Assignee covenants and agrees with the Assignor that it will observe and perform all of the obligations of the original buyer under the Contract as if it had been originally named as the buyer, and will indemnify and save harmless the Assignor from all actions, suits, costs, losses, damages, charges, and expenses incurred by the Assignor and arising out of any failure on the part of the Assignee to fully effect or perform the buyer's obligation under the Contract. The Assignee covenants and agrees with the Assignor to remove all of the buyer's conditions and pay all increases in the deposit required under the Contract.
- 4.8 ASSIGNOR'S WARRANTY:** The Assignor represents and warrants to the Assignee that:
- the Contract, a true copy of which (including all amendments and schedules thereto) is attached as Schedule A, constitutes the entire agreement between the Seller and the Assignor with respect to the Property and has not been modified or amended in any way;
  - the Contract is a good, valid, and subsisting contract of purchase and sale and to the best of the Assignor's knowledge, the Seller does not have any defence, set-off, claim or counterclaims against the Assignor;
  - the Seller's consent to this Assignment Agreement is not required;
  - all of the Assignor's obligations under the Contract have been and will to the Effective Date be duly observed and performed by the Assignor; and
  - the Assignor has not previously assigned the Contract, and the Assignor now has absolute authority to assign the Contract.
- 4.9 ASSIGNOR'S INDEMNITY:** The Assignor hereby agrees to indemnify and save harmless the Assignee against and from all actions, suits, costs, losses, damages, charges, and expenses incurred by the Assignee arising out of any breach or non-observance of any of the representations and warranties of the Assignor contained in this Assignment Agreement.
- 4.10 ASSIGNOR'S ACKNOWLEDGEMENT:** The Assignor acknowledges that this assignment does not relieve the Assignor from the buyer's obligations under the Contract in the event the Assignee is unable or fails to complete the Contract.
- 4.11 PAYMENT:** The payment of the Assignment Amount and the Deposit by the Assignee to the Assignor will be by certified cheque, bank draft or Lawyer's/Notary's trust cheque.
- 4.12 TIME:** Time will be of the essence hereof, and unless the balance of the Assignment Amount is paid on or before the date specified, the Assignor may, at the Assignor's option, terminate this Assignment Agreement, and, in such event, the amount paid by the Assignee will be absolutely forfeited to the Assignor in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Assignor's other remedies.
- 4.13 GST:** The Assignment Amount is inclusive of any GST payable with respect to the Assignment Agreement and the Assignee shall remit any GST payable.
- 4.14 PLURAL:** In this Assignment Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine. If the Assignee consists of more than one person, the liability of the Assignee will be joint and several.
- 4.15 REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment Agreement.
- 4.16 PERSONAL INFORMATION:** The Assignee and the Assignor hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 4.17, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Assignee and the Assignor:
- for all purposes consistent with the transaction contemplated herein;
  - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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INITIALS



## ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

RE: ADDRESS: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

PID: \_\_\_\_\_

FURTHER TO THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE DATED \_\_\_\_\_

MADE BETWEEN \_\_\_\_\_ AS ASSIGNEE, AND

AS ASSIGNOR AND COVERING


THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subject to the Assignee, on or before 11.59. P.M., \_\_\_\_\_ 20\_\_\_\_, obtaining an independent and separate legal advise regarding the arrangements for holding of deposit money in this transaction. This subject is for the sole benefit of the assignee.

Section 2 of the assignment contract has been changed to state that the deposit shall be paid to the Assignor(s) or a Third Party namely \_\_\_\_\_. This deposit will not be held in Amex Fraseridge Realty Stakeholder Trust Account in accordance with the provisions of the Real Estate Services Act nor will it be held in any trust account on behalf of the Assignee.

Both Assignee(s) and Assignor(s) agree that if the deposit cheque is received by Amex Fraseridge Realty, in order to deliver the deposit to the Assignor(s) or to the authorized third party, that \_\_\_\_\_ [ licensee ] . is not required to deliver monies received from Assignee or Assignor, pursuant to the Assignment contract to Amex Fraseridge Realty, pursuant to Section 27(1) of the Real Estate Services Act nor is Amex Fraseridge Realty required to deposit these monies in its Brokerage Trust account pursuant to Section 27(2) of the Real Estate Services Act.

If by reason of the default of the Assignee, the purchase and sale transaction herein contemplated is not completed, on the completion date, the total deposit including any earned interest will be absolutely forfeited to the Assignor(s) on account of pre-estimate of liquidated damages and not as a penalty. The Assignor will not have right of action, at law or in equity, against the Assignee for such default, except to enforce payment of the total deposit including any earned interest. The time remains of essence.

X WITNESS _____	ASSIGNEE _____		PRINT NAME _____
X WITNESS _____	ASSIGNEE _____		PRINT NAME _____
X WITNESS _____	ASSIGNOR _____		PRINT NAME _____
X WITNESS _____	ASSIGNOR _____		PRINT NAME _____



# ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

RE: ADDRESS: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

PID: \_\_\_\_\_

FURTHER TO THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE DATED \_\_\_\_\_

MADE BETWEEN \_\_\_\_\_ AS ASSIGNEE, AND

\_\_\_\_\_ AS ASSIGNOR AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

X WITNESS _____	ASSIGNEE _____	● SEAL	_____ PRINT NAME
X WITNESS _____	ASSIGNEE _____	● SEAL	_____ PRINT NAME
X WITNESS _____	ASSIGNOR _____	● SEAL	_____ PRINT NAME
X WITNESS _____	ASSIGNOR _____	● SEAL	_____ PRINT NAME

**AMEX - FRASERIDGE REALTY**  
7505 Victoria Dr. Vancouver V5P3Z6  
Email: info@amexrealty.ca  
Website: www.amexrealty.ca



**Agreement Under Section 27(4) of the Real Estate Services Act.**

(where money is to be held by someone who is not a licensee)

Dated \_\_\_\_\_

**Re :** \_\_\_\_\_ [“property”]

**Pid.** \_\_\_\_\_ **legal** \_\_\_\_\_

**Between:** \_\_\_\_\_ [“ Assignor”]

**:** \_\_\_\_\_ [“ Assignor”]

**and :** \_\_\_\_\_ [“ Assignee”]

**;** \_\_\_\_\_ [“ Assignee”]

**and : Amex Fraseridge Realty** \_\_\_\_\_ [“ Brokerage”]

With respect to the assignment of Contract of Purchase and Sale dated \_\_\_\_\_ 20 \_\_\_\_  
( Contract ) in respect of the Property; the Assignor and the Assignee agree that \_\_\_\_\_  
(licensee) , is not required to deliver monies received from the Assignee or Assignor pursuant to the Contract  
to the Amex Fraseridge Realty [ Brokerage] pursuant to section 27(1) of the real Estate Services Act nor is the  
Amex Fraseridge Realty [Brokerage] required to deposit those monies in it Amex Fraseridge [ Brokerage]  
trust account pursuant to section 27(2) of the Real Estate Services Act.

**Signed :**

\_\_\_\_\_ [“ Assignor “]

\_\_\_\_\_ [“ Assignor“]

\_\_\_\_\_ [“Assignee”]

\_\_\_\_\_ [“Assignee”]

\_\_\_\_\_  
**Licensee on behalf of Amex Fraseridge Realty [Brokerage]**

# SELLER'S FEE AGREEMENT (BUYER REPRESENTED SELLER NOT REPRESENTED)



BETWEEN: \_\_\_\_\_ AND: \_\_\_\_\_  
 ("BUYER'S BROKERAGE") ("SELLER")

UNIT ADDRESS UNIT ADDRESS

RESIDENT OF CANADA  NON-RESIDENT OF CANADA   
 as defined under the *Income Tax Act*.

PROPERTY: \_\_\_\_\_  
 UNIT NO. ADDRESS OF PROPERTY

CITY/TOWN/MUNICIPALITY POSTAL CODE PID

LEGAL DESCRIPTION

In consideration of the Buyer's Brokerage introducing the Buyer to the Seller or showing the Property to the Buyer through its licensee ("Designated Agent") the Seller covenants and agrees with the Buyer's

Brokerage as follows:

1. The Seller is the owner of the Property.
2. The Designated Agent is the agent for \_\_\_\_\_ (the "Buyer"), who may be interested in purchasing the Property.
3. The Seller will pay to the Buyer's Brokerage a fee of \_\_\_\_\_ plus applicable Harmonized Sales Tax and 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 due to the Buyer's Brokerage will be payable on the earlier of the date the purchase and sale is completed or the completion date set out in the Contract of Purchase and Sale.
5. Despite Clause 3 the remuneration will not be payable if the Buyer defaults and fails to complete the purchase of the Property but will be payable if the Seller defaults and fails to complete the sale of the Property.
6. The Seller acknowledges and agrees that:
  - A. the Buyer's Brokerage and the Designated Agent are acting for the Buyer throughout the transaction and do 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 Brokerage or the Designated Agent to the Seller;
  - C. the Buyer's Brokerage and the Designated Agent are 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 Brokerage or the Designated Agent and the Seller.
  - E. the remuneration set out in Clause 3 shall be payable by the Seller to the Buyer's Brokerage in addition to any fee or commission payable to the Buyer's Brokerage by a third party including the Buyer and the Seller's listing brokerage, if any;
7. The Seller hereby irrevocably:
  - A. assigns to the Buyer's Brokerage from the proceeds of sale of the Property the amount of remuneration due to the Buyer's Brokerage and authorizes the Buyer's Brokerage to retain from the deposit monies the amount of the Buyer's Brokerage's remuneration;
  - B. agrees to sign either in the Contract of Purchase and Sale or in a separate document, an irrevocable authority directing the Buyer and the Lawyer or Notary Public acting for the Buyer or Seller to pay to the Buyer's Brokerage the remuneration due to the Buyer's Brokerage or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Buyer's Brokerage.
8. In this Agreement "sale" includes an exchange and "sale price" includes the value of property exchanged.
9. The Seller hereby consents to the collection, use and disclosure by the Buyer's Brokerage, and by the managing broker(s), associate broker(s) and representative(s) of the Buyer's Brokerage (collectively the "Licensee") noted below, and the real estate board in whose jurisdiction the Property is located and/or of which the Buyer's Brokerage or Licensee is a member, of personal information about the Seller:
  - A. for all purposes consistent with the transaction contemplated herein;
  - B. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - C. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
10. 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.
11. The parties acknowledge that this Agreement fully sets out the terms of the agreement between them.
12. This Agreement shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ OF \_\_\_\_\_, YR. \_\_\_\_\_.

_____ SELLER'S SIGNATURE  _____ SELLER'S SIGNATURE  _____ WITNESS TO SELLER'S SIGNATURE  _____ WITNESS TO SELLER'S SIGNATURE	<b>SEAL</b>  <b>SEAL</b>  BY SIGNING THIS CONTRACT THE SELLER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED <i>WORKING WITH A REALTOR®</i> .	_____ BUYER'S BROKERAGE (PRINT)  _____ Per: DESIGNATED AGENT'S SIGNATURE  _____ DESIGNATED AGENT (PRINT) The Buyer acknowledges an agency relationship with the Designated Agent.  _____ BUYER'S SIGNATURE
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# ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE ADDENDUM





MLS® NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

RE: ADDRESS: \_\_\_\_\_  
LEGAL DESCRIPTION: \_\_\_\_\_  
PID: \_\_\_\_\_

FURTHER TO THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE DATED \_\_\_\_\_  
MADE BETWEEN \_\_\_\_\_ AS ASSIGNEE, AND  
\_\_\_\_\_ AS ASSIGNOR AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

**TO REMOVE THE FOLLOWING SUBJECT :**  
Subject to the Assignee, on or before , 11.59. P.M. \_\_\_\_\_ 20 \_\_\_\_\_ ,  
obtaining an independent and separate legal advice , regarding the arrangements for holding of  
deposit money in this transaction .  
This subject is for the sole benefit of the Assignee.  
Note: The word Seller will be replaced by the word Assignor and the word Buyer will be  
replaced by Assignee.

X	_____	ASSIGNEE		_____
WITNESS				PRINT NAME
X	_____	ASSIGNEE		_____
WITNESS				PRINT NAME
X	_____	ASSIGNOR		_____
WITNESS				PRINT NAME
X	_____	ASSIGNOR		_____
WITNESS				PRINT NAME

NOTE: An Individual Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed.

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

**Transaction Property Address:** .....

.....

.....

**Sales Representative/Broker Name:** .....

**Date:** .....

## A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify an individual, see procedure described in CREA's FINTRAC Compliance booklet.

**1. Full legal name of individual:** .....

**2. Address:** .....

.....

.....

**3. Date of Birth:** .....

**4. Nature of Principal Business or Occupation:** .....

**5. Type of Identification Document\*:** .....

(must view the original, see below for list of acceptable documents)

**6. Document Identifier Number:** .....

**7. Issuing Jurisdiction:** .....

(Provincial, Territorial, or Federal Government)

**8. Document Expiry Date:** .....

(must be valid and not expired)

\*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Public Works of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.

## B. Verification of Third Parties *(if applicable)*

NOTE: Complete this section of the form when a client or unrepresented individual is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the individual is acting on behalf of a third party, you must keep a record of that fact.

1. Name of third party: .....

2. Address: .....

.....

.....

3. Date of Birth: .....

4. Nature of Principal Business or Occupation: .....

5. Incorporation number and place of issue *(if applicable)*: .....

6. Relationship between third party and client: .....

.....

.....

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act for every amount of funds that a REALTOR® receives in the course of a single real estate transaction. A REALTOR® does not have to keep a Receipt of Funds Record if the funds are received from a financial entity or a public body that is buying or selling, or if a Large Cash Transaction Record must be completed. It is the responsibility of the broker to ensure that a record is kept for five years from the date it was created.

(i) When a REALTOR® completes a Receipt of Funds Record, they must also complete an Identification Information Record **at the same time**, unless the Identification Information Record was completed prior to the receipt of funds.

(ii) When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

**Transaction Property Address:** .....

.....

.....

**Sales Representative/Broker Name:** .....

**Date:** .....

**1. Amount and currency of Funds Received:** .....

Cheque     Certified Cheque     Cash     Other

**(a) If cash, indicate method of receipt** (in person, mail, courier, other (explain)) .....

**(b) If cheque, indicate:**

- **Number of account:** .....

- **Financial institution:** .....

- **Name of account holder:** .....

**2. Date of receipt of funds:** .....

**3. Account where funds were deposited** (e.g. broker's trust account):

NOTE: Where the funds are deposited in the listing agent's account, the buyer's agent is only required to make reasonable efforts to obtain this information.

- **Number of account:** .....

- **Type of account:** .....

- **Name of account holder:** .....

**4. Purpose of funds** (e.g., deposit for purchase): .....

**5. Other details concerning receipt of funds:** .....



DEAL # \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_

SALES PERSON'S NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NATURE OF TRANSACTION RES  STRATA  BUSINESS & IC  LEASE  AGE \_\_\_\_\_

Property sold Civic Address \_\_\_\_\_

Legal Description \_\_\_\_\_

Subject Removal Dates #1 #2 #3

Closing Dates: Completion: Possession: Adjustment:

Strata Management Co. **SELLER BUYER** Telephone#

SELLER (S) NAME: BUYER (S) NAME:

Address: Address:

Tel# Res. Tel# Res.

Bus. Bus.

SELLER (S) LAWYER: BUYER (S) LAWYER:

Address: Address:

Tel# Tel#

Fax# Fax#

**OTHER BROKER**

OTHER BROKER:: OTHER BROKER:

Sales Person Sales Person

Address: Address:

Tel# Tel#

Fax# Fax#

**SALES PRICE DEPOSIT**

SALE PRICE \$ DEPOSIT \$ DATE:

DEPOSIT HELD BY FUTHER: DATE:

TOTAL DEPOSITS: DATE:

**COMMISSION DISTRIBUTION**

	LIST	SELL	LIST & SELL	TOTAL GROSS
Amex Commission	_____	_____	_____	_____
Bonus Commission	_____	_____	_____	_____
Co-Broker Commission	_____	_____	_____	_____
GST	_____	_____	_____	_____
<b>TOTAL COMMISSION</b>	=====	=====	=====	=====
Less: Deal Fees	_____	_____	_____	_____
Less: MLS Fees	_____	_____	_____	_____
GST	_____	_____	_____	_____
<b>TOTAL DEDUCTIONS</b>	=====	=====	=====	=====
<b>NET</b>	=====	=====	=====	=====

# WORKING WITH A REALTOR® (DESIGNATED AGENCY)

AN EXPLANATION OF THE RELATIONSHIP BETWEEN YOU AND A REALTOR® AND OF THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

## YOUR RELATIONSHIP WITH A REALTOR®

Buying, selling or leasing real estate is a significant financial transaction. To help you ensure your experience is a rewarding one, it is advisable that you learn the legal and professional guidelines that will define the working relationship you have with your REALTOR®.

This brochure also explains the collection, use and disclosure of personal information under Privacy guidelines. If you are still unclear about any of these concepts, feel free to seek legal counsel.

## REAL ESTATE DEFINITIONS YOU SHOULD KNOW

**REALTOR®** is often used interchangeably with licensee, real estate agent or representative to describe someone licensed under the *Real Estate Services Act*. A **Designated Agent** is the person(s) designated by the Brokerage to act for you, the Client, as your sole agent in real estate transactions. This person is almost always a licensed REALTOR®. **Brokerage** refers to the real estate company where your REALTOR® is licensed.

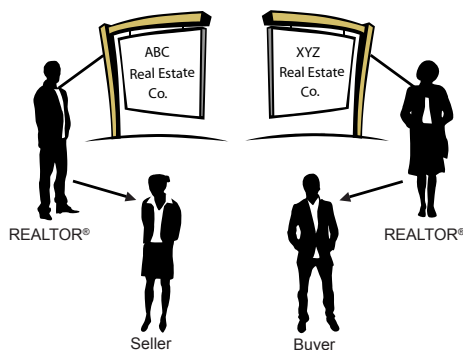
The **Boards** are the real estate boards of which the Brokerage and the REALTOR® are members. The Boards set and enforce the professional standards of members, and will help resolve disputes between member REALTORS® and the public. The **Multiple Listing Service® System (MLS®)** comprises a computerized database of real estate listings and sales, operated by the Boards in conjunction with The Canadian Real Estate Association. In documentation, the **buyer/tenant** is often referred to as the *purchaser*, the **seller/landlord**, the *vendor*, the **landlord** the *lessor*, and the **tenant** the *lessee*. The **client** (sometimes called the principal) is someone who has engaged a Designated Agent and their Brokerage to act for and on his or her behalf either to buy, sell or lease real estate. The **customer** is a buyer/tenant or seller/landlord who receives services from a REALTOR(S)® who is not their Designated Agent.

## THERE ARE THREE POSSIBLE MODELS YOU CAN USE TO BUY, SELL OR LEASE PROPERTY THROUGH A REALTOR®

### DESIGNATED AGENCY

When a brokerage designates a REALTOR® or REALTORS® to work solely on your behalf in real estate transactions, the REALTOR® and brokerage are bound by ethics and the law to be honest and thorough in representing you. The brokerage must account for all money and property placed in its hands while acting for you. The REALTOR® must:

- Provide undivided loyalty to you (Client) by protecting your negotiating position at all times, and disclose to you all known facts which may affect or influence your decisions;
- Obey all lawful instructions which you give the REALTOR® to act on your behalf;
- Maintain the confidentiality of your information (financial, legal, personal, etc.) (See following PRIVACY section);
- Use reasonable care and skill in performing all assigned duties in the role as agent.

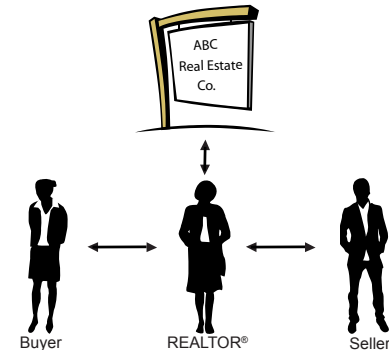


### LIMITED DUAL AGENCY

Limited Dual Agency occurs when the Designated Agent represents *both* the buyer/tenant and seller/landlord in the same transaction or two buyers competing for the same property. In this arrangement, the REALTOR® cannot be concerned *exclusively* with your interests in the transaction, since they are acting on behalf of the other party as well. Both the seller and the buyer or the competing buyers should fully consent to a limited dual agency arrangement in writing.

A REALTOR® who has consent to work as a limited dual agent must adhere to the following restrictions:

- Deal with both parties impartially;
- Have a duty of disclosure to both clients, except that:
  - REALTOR® must not disclose that the buyer/tenant is willing to pay a price or agree to terms other than those contained in the offer, nor disclose that the seller/landlord is willing to accept a price or terms other than those contained in the listing;
  - in the case of competing buyers, the REALTOR® must not disclose the amount or terms of any offer to purchase or lease made or contemplated by either buyer/tenant;
  - REALTOR® must not disclose the motivation of one Client to the other Client, unless one of the Clients has authorized such disclosure themselves;
  - REALTOR® must not disclose buyer/tenant's or seller/landlord's personal information to the other Client, unless authorized in writing. (This refers to information not otherwise disclosed in the transaction documents.)
- Must disclose to the buyer/tenant any defects about the physical condition of the property that are known to the REALTOR®.



### CUSTOMER RELATIONSHIP:

#### Working With a REALTOR® Who is Not Your Agent

You may also choose to use the services of a REALTOR® without having any kind of agency relationship. This might occur, for example, when you contact or are being shown a property by the seller/landlord's Designated Agent who will treat you as their customer rather than their client.

In this situation, the REALTOR® is not permitted to recommend or suggest a price, negotiate on your behalf, inform you of their client's bottom line price point or disclose any confidential information about their client unless otherwise authorized by the client (or in special circumstances, the law required it). However, the REALTOR® can provide you with other services, such as:

- Explaining real estate terms, practices and forms
- Assist in screening or viewing properties
- Prepare and present all offers and counter offers at your direction
- Inform you of lenders and their policies
- Identify and estimate costs involved in a transaction

## YOUR RESPONSIBILITIES AS A BUYER/TENANT OR A SELLER/LANDLORD

As a buyer/tenant or a seller/landlord, you should:

- Carefully read all documents and understand what you are signing.
- If you need special or expert advice, seek other professionals for advice.

**PRIVACY**

In order to help you sell, buy or lease real estate. REALTORS®, Brokerages and real estate boards need to collect, use and disclose some of your personal information.

**Personal Information** means any personal information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

**How is my personal information collected?** Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR®. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

**To whom may my personal information be disclosed?** Your information may be disclosed to (or may be accessible by) the Boards and their staff and members, other real estate boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described below. Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information unless it is otherwise available through public registries (e.g., BC Assessment, Land Title Offices).

**PURPOSES FOR COLLECTING, USING AND DISCLOSING PERSONAL INFORMATION**

**Why is my personal information collected, used and disclosed?** Your information may be collected, used and disclosed for some or all of the following purposes:

- a) To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- b) To list your property with the Multiple Listing Service® System in order to market your property.
- c) To market your property for sale or lease through any other media (both print and electronic).
- d) To help you locate a suitable property to purchase or lease.
- e) To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- f) To allow the Boards and other real estate boards and their members (including REALTORS® and appraisers) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the Multiple Listing Service® System for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).
- g) To enforce codes of professional conduct and ethics for members of real estate boards (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR®.

**Will my personal information be collected, used and disclosed for any other purposes?** Your information may also be collected, used and disclosed for the following additional purposes:

- a) Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.

- b) Your REALTOR® may communicate with you to provide information about other products or services which may interest you.
- c) Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- d) The Boards, other real estate boards and their members, and survey firms on their behalf, may communicate with you to determine if you wish to participate in customer satisfaction surveys and other surveys.

These additional purposes are optional. If you do not want your personal information disclosed or used for these purposes, please contact the Board's privacy officer.

Contact information for all real estate boards within BC can be found at the British Columbia Real Estate Association website: [www.bcrea.bc.ca](http://www.bcrea.bc.ca) or telephone 604.683.7702.

**ACKNOWLEDGEMENT**

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate.

I/We consent to the Boards, other real estate boards, the Brokerage and the REALTOR(S)® collecting, using and disclosing personal information for the purposes (and to the recipients) described in the brochure.

I/We further understand that I/we will be signing additional documentation acknowledging the type of agency that I/we receive and consenting to the collection, use and disclosure of personal information.

This is not a service agreement and does not impose any contractual obligations.

I/We acknowledge having received and read the brochure *Working With a REALTOR®* from the REALTOR® named below and have obtained satisfactory answers to any questions that it raised. I/We understand the various types of relationships that may occur between myself/ourselves and a REALTOR® and acknowledge that my/our relationship with the undersigned REALTOR(S)® is:

<input type="text"/>	<input type="text"/>	a client relationship under Designated Agency
Initials	Initials	

**OR**

<input type="text"/>	<input type="text"/>	a customer relationship
Initials	Initials	

ACKNOWLEDGED BY:

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME OF REALTOR® (PRINT)

\_\_\_\_\_  
PER: REALTOR®'S SIGNATURE

\_\_\_\_\_  
NAME OF REALTOR® (PRINT)

\_\_\_\_\_  
PER: REALTOR®'S SIGNATURE

\_\_\_\_\_  
NAME OF BROKERAGE (PRINT)

\_\_\_\_\_, Yr. \_\_\_\_\_  
DATED



Real Estate Council of British Columbia

# DISCLOSURE OF REMUNERATION\*

(Council Rules, section 5-11)

Please Print Clearly

SECTION 5-11 OF THE REAL ESTATE COUNCIL RULES REQUIRES DISCLOSURE TO BE PRESENTED TO YOU BEFORE THE LICENSEE RECEIVES OR ANTICIPATES RECEIVING REMUNERATION, OTHER THAN ANY REMUNERATION PAID DIRECTLY BY YOU, THE CLIENT, AS A RESULT OF PROVIDING REAL ESTATE SERVICES TO YOU OR ON YOUR BEHALF.

\*"remuneration" includes any form of remuneration, including any commission, fee, gain or reward, whether the remuneration is received, or is to be received, directly or indirectly.

## PART A

Notice to *(name of client)*

Street address of subject real estate

## PART B - DISCLOSURE

I \_\_\_\_\_ am licensed under the *Real Estate Services Act* and I disclose to you that: *(tick applicable box)*  
*(name of licensee)*

My related brokerage \_\_\_\_\_ will receive or anticipates receiving a commission of \_\_\_\_\_  
*(name of brokerage)*  
\_\_\_\_\_ *(indicate amount or method of calculation)*  
from \_\_\_\_\_  
*(name of individual or organization)*

I or my related brokerage \_\_\_\_\_ will receive or anticipates receiving remuneration  
*(name of brokerage)*  
in the form of or amount of \_\_\_\_\_  
*(indicate form or amount of remuneration)*  
\_\_\_\_\_ from \_\_\_\_\_ as a result of recommending or referring:  
*(name of individual or organization)*

you to the following individual or organization \_\_\_\_\_  
*(name of individual or organization)*

the following individual or organization \_\_\_\_\_ to you  
*(name of individual or organization)*

## PART C - SIGNATURES AND ACKNOWLEDGEMENT

This disclosure is made to you in compliance with section 5-11 of the Council Rules under the *Real Estate Services Act*, at

\_\_\_\_\_ on \_\_\_\_\_  
*(place)* *(date)*

Name of Licensee \_\_\_\_\_ Signature of Licensee \_\_\_\_\_

### Acknowledgement and Receipt

The undersigned acknowledges receipt of this Disclosure of Remuneration at \_\_\_\_\_ on \_\_\_\_\_  
*(place)* *(date)*

Signature of person/persons to whom disclosure has been made \_\_\_\_\_

### Mailing Address

Real Estate Council of British Columbia  
900 – 750 West Pender Street  
Vancouver, BC Canada V6C 2T8

### Enquiries

Telephone: 604-683-9664 Toll-free 1-877-683-9664  
Fax: 604-683-9017  
www.recbc.ca

REV 06/2006

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL UNLESS IT IS SPECIFICALLY REQUESTED.

WEBForms™ Jun/2006