

Information About This Contract

Please complete the attached forms.

Working with a Realtor Brochure

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.

FinTrac Individual Identification Form

An Individual Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

Banking Authorization Form

For automatic deposit of rental income

Resident | Non Resident Form

Acknowledges and discloses the resident/non-resident status according to Canada Revenue Agency (CRA) definitions and understands that all revenues collected from the above mentioned property are subject to CRA taxation requirements. The section initialed below indicates our instructions and disclosure to Ridge Meadows Property Management in dealing with CRA requirements for tax remittances and/or documentation regarding revenues from the subject property.

Please provide a copy of Strata Councils permission to rent out your strata unit.

Banking Authorization

Authorize Ridge Meadows Property Management to initiate electronic credit entries each rental period.

Signed, Sealed and Delivered this day of:

Between

Owner | Landlord

Owner | Landlord

Address

City | Province

Postal Code

Home Phone

Cell Phone

Fax

Email

And **Ridge Meadows Property Management**
Property Management Company

22308 Dewdney Trunk Rd
Maple Ridge BC
V2X 3J2

Maria Moudatsos
Property Manager

MariaMoudatsos@shaw.ca
Email

RidgeMeadowsPropertyManagement.com
Website

604-466-2838
Office Telephone

604-466-2868
Office Fax

Resident of Canada

Non-Resident of Canada

As defined under the Income Tax Act

1 PROPERTY: which includes all structures and facilities located thereon and is referred to herein as the "Property".

Address: _____

City: _____ BC, Postal Code: _____

2 LISTING AUTHORITY AND TERM:

2.1 The Owner hereby lists exclusively with Ridge Meadows Property Management to Rent | Lease the property described in Clause 1 ("Property") from _____ until 11:59 pm on _____ and shall be automatically renewed from time to time thereafter for further one year periods, unless terminated as follows;

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2.2 The Owner may at anytime terminate this agreement with 30 days written notice to the Manager. All deposits, accounting and related documents pertaining to the property will be returned to the Owner within five (5) business days of receipt of such notice;

2.3 The Manager may at anytime terminate this agreement with 60 days written notice to the Owner. All deposits, accounting and related documents pertaining to the property will be returned to the Owner within five (5) business days of receipt of such notice;

2.4 Upon the termination of this agreement in accordance with Section 2.2 & 2.3, any and all obligations and Liabilities of the Manager shall cease, but the parties shall remain entitled to, and obligated and liable for, all rights, obligations and liabilities existing at or relating to any period prior to the effective date of termination;

3 FEES, DISBURSEMENTS AND EXPENSES: The Owner shall be responsible and liable for, and shall pay to the Manager, the following fees, disbursements and expenses;

3.1 Management Fee: A monthly management fee in an amount equal to 10% plus GST of the gross rent paid by the tenant each month. This payment is automatically deducted from the monthly rent and the balance is made payable to the owner. The first months fee is due with in three (3) business days of the lease being signed by the Tenant and the damage deposit collected and will not be deducted or paid from the deposit or rent. This will be a separate payment from the owner, unless agreed upon with the property manager.

3.2 Tenancy Placement Fee: A one time tenant placement fee in the amount of 50% of the gross months rent plus GST is due and payable to the Manager within three (3) business days of a lease agreement being signed by the tenant.

3.3 Additional Fees & Services (if applicable):

i: If the Owner finds their own Tenant and requests Ridge Meadows Property Management to do a credit check, move in report and related paperwork the fee is 25% plus GST of the gross rent paid by the Tenant; or

ii: A cancellation fee of \$200.00 plus GST is payable to the Manager by the Owner within the 1st year of the agreement. This will be paid to the Manager along with the 30 days written notice to cancel this agreement; or

iii: If the Manager must go through arbitration with the tenant and must deal with the Residential Tenancy Branch there is a \$50.00 plus GST application fee that the tenancy branch requires to complete the paper work. The Owner is responsible to pay this fee to the Manager to work on their behalf. Payment is due to the Manager within five (5) business days of the filing at the Residential Tenancy Branch;

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iiii: Should you require Ridge Meadows Property Management to obtain quotes, hire, over see and complete a major renovation for the home a fee of 10% plus GST of the value of the work done will be applied to the contracting bill to handle all necessary duties while renovations are completed.

3.4 Managers Responsibilities: Advertise vacant properties, select qualified tenants, complete tenancy agreements, prepare inspections reports, handle tenant concerns, collect rent, deposit rent into owners accounts, co-ordinate maintenance, consult improvements and equipment, prepare required forms for strata arrange move in fees and strata requirements for move ins, supply statement of income and expenses monthly and year end.

4 DUTIES OF THE MANAGER

4.1 Overall Control: Throughout the term of this agreement, the Manager will, (directly or indirectly through its employees, agents, contractors, service providers and suppliers) carry out the overall management and administration of the property, including day to day maintenance, subject to any lawful and reasonable directions and policy decisions of the Owner which are consistent with the terms of this agreement;

4.2 Collection of Rent: Collect the rent from the tenant of the Property, give receipts therefore and, if necessary, take such steps to collect overdue rents as the Manager may consider appropriate;

4.3 Statement of Accounts: Furnish to the Owner a monthly statement of the accounts of the property, with reference to the rents and income received and Fees, Disbursements and Expenses paid or deducted by the Manager;

4.4 Enforcement of Rules: Carry out, on behalf of the Owner, the enforcement of the lawful rules and regulations established for the property, provided that all costs and expenses incurred by the Manager in connection with such enforcement, including without limitation all legal fees and disbursements, shall be paid by the Owner and be the sole responsibility and liability of the Owner;

4.5 Construction and Maintenance Management: Obtain quotes, oversee and manage any maintenance, repair, construction, reconstruction, alteration or renovation of the property required as a result of fire or other damage to the property. A fee of 10% (of the total cost of construction, labour & materials) will be charged to handle all necessary duties while the work is performed;

4.6 Rental Agent: Act as the rental agent for the Owner for the purposes of renting or leasing the property to tenants, and in the connection the Manager will;

i. Hold and administer tenants' security deposits on behalf of the Owner in accordance with applicable laws and regulations; and

ii. Negotiate, sign, renew and cancel on behalf of the Owner all lease agreements for the property for terms not exceeding one (1) year.

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4.7 Advertising: From time to time and at the discretion of the Manager, the Manager will run advertising. The Owner acknowledges that other advertising agencies offer list compiling services not related to the Manager and advertising by those parties, while believed to be beneficial, is not under the direct control of the Manager.

4.8 Tenant Placement: From time to time and when required: advertise the Property for lease; screen prospective tenants; show the property to prospective tenants; conduct credit checks through Equifax credit reporting agency or such other credit reporting agency as the Manager deems appropriate from; take and process rental applications; check references and make such investigations of the references of prospective tenants as the Manager considers prudent; approve tenancies; administer tenancy agreement documents; conduct and process written walk through inspections with incoming tenants; oversee any re-keying of locks necessary at the start of a tenancy. After the first placement of the tenant the manager will continue to keep the property rented at no additional tenant placement fee;

4.9 Rent, Security Deposits, Statements: Be responsible for: rent collection; direct bank deposits into Owner’s bank account or other funds remittance as directed by the Owner; monthly statements; year end categorized statements for tax purposes (un-audited); provide the Owner with copies of any invoices or bills paid on their behalf. Security deposits will remain in the Manager’s trust account until the end of a tenancy and will be administered under the sole discretion of the Manager according to the Residential Tenancy Act of British Columbia;

4.10 Inspections: The Manager will conduct a property Inspection every 60 - 90 days. From time to time the Manager may visit the property more frequently if felt necessary;

4.11 End of Tenancy: Conduct inspections after the Tenant moves out and prior to the return of the security deposit; cost estimate of any repairs or maintenance required to restore the Property to condition at time of tenancy commencement and handle any security deposit deductions according to Residential Tenancy Act of British Columbia;

4.12 Residential Tenancy Arbitration’s: Oversee and conduct arbitration hearings as outlined under the Residential Tenancy Act of British Columbia. All costs and filing fees associated with arbitration hearings will be borne by the Owner and charged against the Owner’s account;

5 AUTHORITY OF THE MANAGER

5.1 Authority: The Owner hereby grants to the Manager the full power and authority in the name of the Owner and on behalf of the Owner and at the expense (subject to Section 5.2) of the Owner;

5.1.1 Repairs: To make or communicate with Owner re: repairs or alterations to the Property that may be advisable or necessary in the reasonable opinion of the Manager;

5.1.2 Circulars: To prepare and distribute such circulars and notices from the Owner to the Tenant of the Property that may be required from time to time;

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5.1.3 Contributions: To collect and receive all rents and revenue and income due from the Property, to make all reasonable adjustments, allowances and abatements thereto, and to deposit such rents, revenue and income in the trust account of the Manager for the benefit of the Owner;

5.1.4 Legal Action: On non-payment of rent or other amount by a Tenant, with consent of the Owner, to take legal action, to retain and instruct counsel and to sign and deliver all documents and take all steps necessary to prosecute and dispose of such actions as agent for and on behalf of the Owner (provided that all costs and expenses of such actions, including legal fees, shall be borne by the Owner);

5.1.5 Accounts Payable: Out of the trust funds for the Owner, to pay such accounts payable by the Owner on the 15th of the month, in connection with the property;

5.1.6 Settlements: To settle, adjust or refer to arbitration or other decision any account, reckoning or dispute whatsoever between the Owner and any person other than the Manager with respect to the Property, and to pay or receive any monies payable or awarded in respect thereof;

5.1.7 Breaches: To deal promptly with any breach or violation of the lawful rules or regulations established for the Property and with any emergency arising in connection with the maintenance and operation of the Property, and in that regard the Manager will promptly report to the Owner any emergencies or any persistent, flagrant or serious violation of such rules or regulations;

5.1.8 Employees & Contractors: If necessary, to hire, discharge and supervise any and all employees and independent contractors required for the operation and maintenance of the Property, it being understood that all such employees and contractors will be employees or contractors of the Owner and not of the Manager and all wages, salaries, fees and related expenses will be the responsibility of the Owner, and that the Manager will not be responsible for the acts, defaults or negligence of such employees or contractors if reasonable care has been exercised in their appointment and retention;

5.2 Spending: Notwithstanding Section 5.1, the Manager will not make any expenditure without the prior approval of the Owner, except for:

i: Expenditures provided for in a budget approved by the Owner or which are otherwise recurring; or

ii: Expenditures required, in the discretion of the Manager, to protect the Property from damage or to maintain services to the Property; and

iii: Any amount over \$300.00 must be approved by the Owner in writing, unless an urgent repair is needed and the owner is not available for consent; or

iiii: Any amount under \$300.00 is at the discretion of the Manager and does not have to be approved in writing by the Owner;

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5.3 Remittance of Balance at Month End: The Owner hereby authorizes and directs the Manager to:

i: Payout all Fees, Disbursements and Expenses, and any and all other amounts payable by the Manager pursuant to this agreement or on behalf of the Property or Owner, together with such additional allowance as the Manager shall consider necessary to meet estimated future expenses; and

ii: Deduct any and all charges and penalties and reimbursements payable by a tenant as set out in a tenancy agreement including, but not limited to, NSF charges, late rent payment penalties and other such charges or penalties or charges collected by the Manger from the tenant;

6 COVENANTS OF THE OWNER

6.1 Remuneration: The Owner shall promptly pay the Manager all Fees, Disbursements and Expenses and any and all such other amounts payable to the Manger pursuant to the terms and conditions of this contract;

6.2 Duties Of The Owner:

i. Authorizes Ridge Meadows Property Management to obtain any information concerning the property from any person, corporation or governmental authority;

ii. Authorizes Ridge Meadows Property Management to advertise the Property and to show it to prospective tenants during reasonable hours;

iii. Restricts the advertising of the Property to Ridge Meadows Property Management and or the Owner;

6.2.1 Indemnity: The Owner shall Indemnify and save the Manger harmless from any and all damages, costs, claims and expenses suffered or incurred by the Manager:

i. In the course of carrying out its duties under this Agreement; and

ii. As a result of any act or omission by the Manager at the direction of the Owner, whether such direction was given in writing or orally; and

iii. Otherwise in respect of the Property or as a result of the Manager fulfilling or attempting to fulfill any of its obligations hereunder in good faith. And to forthwith pay to the Manager pursuant to any claim for indemnification delivered by the Manager of the Owner during or after the term of this agreement;

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6.2.2 Documents: Promptly furnish to the Manager all documents and records available to the Owner which may be required by the Manager from time to time to carry out its duties under this agreement;

6.2.3 Authorization Documents: Promptly execute and provide to the Manager all notices, appointments and other documents required to empower the Manager to act on the Owner’s behalf in accordance with this agreement.

6.2.4 Strata Fees: Strata Fees are to be paid directly to the Strata Corporation by the Owner. Strata bylaws and any other forms required by a Strata Corporation will be at the expense of the Owner and attached to this agreement. Ridge Meadows Property Management is not responsible to inform the Owner or pay on behalf of the Owner any unpaid levies or fees owed to the Strata Corporation;

6.2.5 Property Taxes: Property Taxes are to be paid directly to the city by the Owner;

7 GENERAL

7.1 Abide by Laws: The Owner and the Manager shall abide by all laws, regulations and policies of any governmental authority applicable to the Property. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.;

7.2 Amendments: Any amendments to this Agreement will be effective only if in the form of a written addendum and duly signed by all parties;

7.3 No Set-Off: The Owner shall not be entitled to set off against any remuneration or other monies payable to the Manager under this Agreement, any uncollected arrears of rent or other monies payable by tenant of the Property or any other uncollected amounts payable to the Owner;

7.4 Personal Information: The Owner hereby consents to the collection, use and disclosure, by the Manager and the managing broker(s), associate broker(s) and representative(s) associated or related with the Manager (Collectively the “Licensee(s)”), the real estate boards of which those Brokerages are a member and Licensees, of personal information about the Owner and any Tenant for all purposes consistent with the transaction contemplated herein 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®;

7.5 Agency Disclosure: The Owner acknowledges having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Working With a REALTOR® and acknowledges and confirms the Owner has an Agency relationship with Ridge Meadows Property Management;

7.6 No Undisclosed Fees: The Manager shall not collect or charge any undisclosed fee(s), rebate or discount other than charges permitted or contemplated by this agreement;

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7.7 Insurance: All property and liability insurance required in connection with the Property shall be the sole responsibility of the Owner, and the Manager will have no responsibility to review, monitor or advise the Owner with respect to insurance unless specifically agreed to in writing by the Manager.

The Owner agrees to arrange for comprehensive liability insurance. Such policies shall provide protection against any claims for personal injury, death or property damage or loss in the event that either the Owner or the Manager shall be held liable as a result of their respective obligations as Owner and Manager of the property.

The Owner will ensure that comprehensive general liability, fire and other insurance sufficient to fully protect the Property and all parties hereto is maintained at all times and that the Manager is a named insured under all of such policies, and the Owner will provide proof and full particulars of such insurance to the Manager at any time upon request.

7.8 Notice: Notice may be given by either party to the other only in writing, by delivering or faxing the same or by mailing the same by prepaid registered post to the other party's address set out at the beginning of this agreement, or to such other addresses within Canada as either party may give notice of to the other, and any such written notice will be deemed to be received upon delivery or transmission, if delivered or faxing, or on the fourth (4th) business day after the date of mailing, if mailed by prepaid registered post.

8. Inurement: This Agreement will ensure to the benefit of and be binding on the parties hereto and their Respective successors and assigns.

9. Unauthorized Accommodation: Ridge Meadows Property Management will only rent houses that contain unauthorized accommodation (basement suite) as a whole house. Houses with legal secondary suites can be rented separately.

10 Property Manager Relief: Ridge Meadows Property Management can designate another of its Property Managers to act on the owner's behalf for the period of time your Designated Agent is away or otherwise unavailable. That other Property Managers becomes the designated agent of the owner as well.

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The Owner has completed and signed these forms:

(These will be attached to and form part of this agreement)

<input type="checkbox"/>	Working with a Realtor Brochure
<input type="checkbox"/>	FinTrac Individual Identification form
<input type="checkbox"/>	Banking Authorization form for automatic deposit of rental income
<input type="checkbox"/>	Resident Non Resident Form
<input type="checkbox"/>	Permission from the strata council to rent my unit. Please provide a copy
<input type="checkbox"/>	Strata Rules & Bylaws
<input type="checkbox"/>	Parking Stall # _____
<input type="checkbox"/>	Storage Locker # _____
<input type="checkbox"/>	Bike Locker # _____
<input type="checkbox"/>	Void Check

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

Owner's Name

Signature

Owner's Name

Signature

Property Manager's Name

Signature

Managing Broker's Name

Signature

FINTRAC

Record Keeping & Client Identification

Name	Address	Principle Business or Occupation	Birthdate	ID – Source	ID Number
Client 1	_____	_____	_____	_____	_____
Client 2	_____	_____	_____	_____	_____
Client 3	_____	_____	_____	_____	_____
Client 4	_____	_____	_____	_____	_____

* In case of Corporations – in addition to name of the Corporation – the names of its directors

Sources that can be used to confirm ID or Birth Date must not have expired, and are as follows:

- Birth Certificate (BC), Driver's License (DL), Passport (PP), Record of Landing (ROL), Permanent Resident Card (PRC), Old Age Security (OASC), Certificate of Indian Status (IS), Provincial Health Card (PHC)*
- Except for Ontario, Manitoba, PEI. Also Quebec residents cannot be required to provide Health Card but may volunteer.

Use of an Agent or Mandatary

I, _____ [name] of _____ [address] have personally viewed and collected the information referred to above.

Dated: _____ Signature: _____
Contact No. _____



Resident | Non-Resident Disclosure

Municipal address of property _____
(subject property)

Legal description of Property _____
(subject property)

The undersigned hereby acknowledge and discloses the resident/non-resident status according to Canada Revenue Agency (CRA) definitions and understands that all revenues collected from the above mentioned property are subject to CRA taxation requirements. The section initialed below indicates our instructions and disclosure to Ridge Meadows Property Management in dealing with CRA requirements for tax remittances and/or documentation regarding revenues from the subject property.

_____ I/We am/are a resident of Canada for income tax purposes do not require Ridge Meadows Property Management to fulfill any CRA requirements on my behalf. I will advise Ridge Meadows Property Management prior to any change in my status as a resident of Canada.

_____ I/We am/are a non-resident of Canada by CRA criteria and authorize Ridge Meadows Property Management to remit 25% of the gross rents collected to CRA on a monthly basis in accordance with CRA payment regulations.

_____ I/We authorize Ridge Meadows Property Management to provide and receive information from the accounting firm and/or individual named below and further acknowledge that it is my obligation to file, or have filed on my behalf, a non-resident tax return for each year or part year in which I obtain non-resident revenues from the subject property. I will not hold Ridge Meadows Property Management responsible for any CRA non-resident tax requirements that I fail to meet and acknowledge that it is my sole responsibility to be aware of all CRA non-resident tax requirements. I understand that failure to file required CRA documents in advance of receiving Commercial Solutions to remit 25% of each months gross rent when collected.

I authorize the firm of _____ and my accountant _____ to discuss and provide documentation pertaining to CRA requirements for the subject property.

(Witness Signature)

(Owner Signature)

(Witness Signature)

(Owner Signature)

Date: _____

Ridge Meadows Property Management
22308 Dewdney Trunk Rd Maple Ridge BC V2X 3J2

Office 604-466-2838
Fax 604-466-2868

Please complete the information below and return to Accounting

I _____ (full name) authorize **ridge meadows property management** to initiate electronic credit entries each rental period, for rental of my property located at _____ and if necessary, debit entries and adjustments for any credit entries in error to my:

_____ Checking account (or) _____ Savings account

I acknowledge that the origination of EFT Direct Deposit transactions to my account must comply with the provisions of the CPA Rules (www.cdnpay.ca). This authority will remain in effect until I have cancelled it in writing.

DATE _____

FINANCIAL INSTITUTION NAME (PLEASE PRINT) _____

ACCOUNT NUMBER AT FINANCIAL INSTITUTION _____

FINANCIAL INSTITUTION ID AND TRANSIT NUMBER _____

FINANCIAL INSTITUTION CITY AND PROV _____

This authority is to remain in full force and effect until ridge meadows property management has received written notification from me of its termination in such time and in such manner as to afford COMPANY AND BANK a reasonable opportunity to act on it.

For confirmation of the transit and account numbers, I have enclosed a copy of a voided check for Checking Accounts or a Deposit Slip for Savings Accounts.

Signature: _____

Date: _____

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 REALTOR® appointed as your Designated Agent must:

- Provide undivided loyalty to you (Client) by protecting your negotiating position at all times, and disclosing to you all known facts which may affect or influence your decisions. Your Designated Agent will not be able to disclose to you confidential information obtained from other clients;
- Act within the scope of the authority granted by you and 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.
- Unless the brokerage and you agree otherwise the duties of your Designated Agent do not apply to the brokerage or any of its other REALTORS®.

The brokerage must:

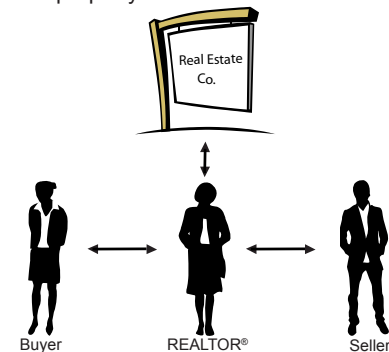
- Supervise your Designated Agent;
- Maintain the confidentiality of your information;
- Account for all money and property placed in its hands while acting for you;
- Treat you and all of its clients in an even handed, objective and impartial matter.

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 if 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 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:

a client relationship under Designated Agency

Initials Initials

OR

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