

LIMITED DUAL AGENCY AGREEMENT
(CONSENT TO DESIGNATED AGENT ACTING FOR BOTH BUYER/TENANT AND SELLER/LANDLORD
AND TO LIMITING THE SCOPE OF THE AGENCY RELATIONSHIP)



BETWEEN: _____
 ("BROKERAGE")

UNIT _____ ADDRESS _____ CITY _____ POSTAL CODE _____

AND: _____ AND: _____
 ("BUYER/TENANT") ("SELLER/LANDLORD")

_____ ("BUYER/TENANT") _____ ("SELLER/LANDLORD")

UNIT _____ ADDRESS _____ UNIT _____ ADDRESS _____

CITY _____ PROV _____ PC _____ CITY _____ PROV _____ PC _____

PROPERTY: _____

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____ PID _____

LEGAL DESCRIPTION _____

In order to facilitate the purchase and sale or lease of the Property, the Buyer/Tenant, the Seller/Landlord, and the Brokerage hereby acknowledge and agree each with the other as follows:

- The Buyer/Tenant and the Seller/Landlord acknowledge and agree that they each have an agency relationship with _____ (the "Designated Agent") and that it is not a breach of duty to either of them for the Designated Agent to act as agent for both the Buyer/Tenant and the Seller/Landlord and they hereby authorize and consent to the Designated Agent acting for both the Buyer/Tenant and the Seller/Landlord as a limited dual agent with respect to the purchase and sale or lease of the Property.
- Any previous agreements entered into between the Brokerage and either the Buyer/Tenant or the Seller/Landlord and the agency duties assumed by the Designated Agent are hereby modified by this Agreement and shall continue in full force and effect except as modified herein. Without limiting the foregoing, the listing of the Property by the Brokerage shall continue until the termination of the listing contract entered into between the Seller and the Brokerage and the engagement of the Brokerage by the Buyer shall continue until the termination of the Exclusive Buyer's Agency Contract or other expiration of the engagement. In the event of conflict the provisions of this Agreement will apply.
- The Buyer/Tenant and the Seller/Landlord acknowledge and agree that with respect to the purchase and sale or lease of the Property the Designated Agent will be the agent for both the Buyer/Tenant and the Seller/Landlord and will represent both parties as a limited dual agent with the following changes and limitations to its duties as agent:
 - despite *Real Estate Services Act* Rule 3-3 (a) and (b), the Designated Agent will deal with the Buyer/Tenant and the Seller/Landlord impartially;
 - the Designated Agent will have a duty of disclosure to both the Buyer/Tenant and the Seller/Landlord except that:
 - the Designated Agent will not disclose the Buyer/Tenant is willing to pay a price or agree to terms other than those contained in the Offer, or that the Seller/Landlord is willing to accept a price or terms other than those contained in the Listing;
 - the Designated Agent will not disclose the motivation of the Buyer/Tenant to buy or lease or the Seller/Landlord to sell or lease unless authorized in writing by the Buyer/Tenant or the Seller/Landlord;
 - the Designated Agent will not disclose personal information, not otherwise necessarily disclosed in the transaction documentation, about the Buyer/Tenant or Seller/Landlord to the other party unless authorized in writing.
 - without limiting Clause 3B, the Designated Agent will disclose to the Buyer/Tenant defects about the physical condition of the Property known to the Designated Agent.
- The Buyer/Tenant and Seller/Landlord hereby consent to the collection, use and disclosure by the Brokerage, and by the managing broker(s), associate broker(s) and representative(s) of the Brokerage (collectively the "Licensee") noted below, and the real estate board in whose jurisdiction the Property is located and/or of which the Brokerage or Licensee is a member, of personal information about the Buyer/Tenant and Seller/Landlord:
 - for all purposes related to the provision of real estate services by the Licensee to the Buyer/Tenant and Seller/Landlord including but not limited to providing information to third parties including lawyers and notaries public, financial institutions, government departments and agencies and building inspectors;
 - for the purpose of placement in the database of a Multiple Listing Service®;
 - for compilation, retention and publication by such real estate board of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of such real estate board;
 - for such other purposes as are appropriate in connection with the listing, marketing, leasing and selling of real estate;
 - for enforcing codes of professional conduct and ethics for members of real estate boards;
 - for all other purposes authorized in this Contract; 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®*.
- This Agreement shall be effective on the date set out below.
- SIGNED, SEALED AND DELIVERED THIS _____ OF _____, yr. _____.

_____ BUYER'S/TENANT'S SIGNATURE	SEAL BY SIGNING THIS CONTRACT THE BUYER/TENANT AND THE SELLER/LANDLORD ACKNOWLEDGE HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED <i>WORKING WITH A REALTOR®</i> .	_____ BROKERAGE (PRINT)
_____ BUYER'S/TENANT'S SIGNATURE		_____ Per: DESIGNATED AGENT'S SIGNATURE
_____ SELLER'S/LANDLORD'S SIGNATURE		_____ DESIGNATED AGENT (PRINT)
_____ SELLER'S/LANDLORD'S SIGNATURE	SEAL WITNESS TO BUYER(S)/TENANT(S) SIGNATURE	_____ Per: DESIGNATED AGENT'S SIGNATURE
	SEAL WITNESS TO SELLER(S)/LANDLORD(S) SIGNATURE	_____ DESIGNATED AGENT (PRINT)

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