

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

BETWEEN: _____ AND: _____
 ("BROKERAGE") ("BUYER/TENANT")

UNIT ADDRESS

UNIT ADDRESS

AND: _____
 ("SELLER/LANDLORD")

UNIT ADDRESS

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:

1. The Buyer/Tenant and the Seller/Landlord acknowledge and agree that it is not a breach of duty to either of them for the Brokerage to act as agent for both the Buyer/Tenant and the Seller/Landlord and they hereby authorize and consent to the Brokerage 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.
2. Any previous agreements entered into between the Brokerage and either the Buyer/Tenant or the Seller/Landlord and the agency duties created, and the services to be provided by such agreements, 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 expiration date set out in the listing contract entered into between the Seller and the Brokerage. In the event of conflict the provisions of this Agreement will apply.
3. The Buyer/Tenant and the Seller/Landlord acknowledge and agree that with respect to the purchase and sale or lease of the Property the Brokerage and its Licensees (as defined below) 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:
 - A. the Brokerage will deal with the Buyer/Tenant and the Seller/Landlord impartially;
 - B. the Brokerage will have a duty of disclosure to both the Buyer/Tenant and the Seller/Landlord except that:
 - (i) the Brokerage will not disclose that 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;
 - (ii) the Brokerage 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;
 - (iii) The Brokerage 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.
 - C. without limiting Clause 3B, the Brokerage will disclose to the Buyer/Tenant defects about the physical condition of the Property known to the Brokerage.
4. 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:
 - A. for all purposes related to the provision of real estate services by the Brokerage 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;
 - B. for the purpose of placement in the database of a Multiple Listing Service® of a real estate board, if the Property is listed on such Multiple Listing Service®;
 - C. 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;
 - D. for such other purposes as are appropriate in connection with the listing, marketing, leasing and selling of real estate;
 - E. for enforcing codes of professional conduct and ethics for members of real estate boards;
 - F. for all other purposes authorized in this Contract; and
 - G. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
5. This Agreement shall be effective on the date set out below.

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

_____		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> .	_____	
BUYER'S/TENANT'S SIGNATURE			BROKERAGE (PRINT)	
_____			Per: LICENSEE'S SIGNATURE	
BUYER'S/TENANT'S SIGNATURE			LICENSEE (PRINT)	
_____		WITNESS TO BUYER(S)/TENANT(S) SIGNATURE	Per: LICENSEE'S SIGNATURE	
SELLER'S/LANDLORD'S SIGNATURE			LICENSEE (PRINT)	
_____		WITNESS TO SELLER(S)/LANDLORD(S) SIGNATURE	LICENSEE (PRINT)	
SELLER'S/LANDLORD'S SIGNATURE				