

MULTIPLE LISTING CONTRACT



MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

BETWEEN: Gi-Eun Lee

AND: Sutton Group West Coast Realty

("LISTING BROKERAGE")

OWNER(S) ("SELLER")

301-1508 West Broadway

UNIT ADDRESS

UNIT ADDRESS

Vancouver, BC

V6J-1W6

CITY

PC

CITY

PC

604-714-1717

TELEPHONE NUMBER

CELL NUMBER

TELEPHONE NUMBER

CELL NUMBER

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐

as defined under the *Income Tax Act*.

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from

May / 16 / 2011

(Effective Date) until 11:59 pm on October / 30 / 2011

(Expiry Date) unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: 2002 - 131 Regiment Square

UNIT NO.

ADDRESS OF PROPERTY

Vancouver

V6B 1X6

027-260-623

CITY/TOWN/MUNICIPALITY

POSTAL CODE

PID

PL BCS2577 LT 128 DL FC LD 36 STRATA LOT AS SHOWN ON FORM V

LEGAL DESCRIPTION

3. TERMS OF SALE:

\$599,900

TACT

LISTING PRICE

TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees:

- A. To pay to the Listing Brokerage a gross commission of 7% on the First \$100,000 and 2.95% on the Remainder of the sale price of the Property, plus applicable Goods and Services Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:
 - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
 - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
 - (a) within sixty (60) days after the expiration of the term of this Contract; or
 - (b) any time after the period described in (a) where the efforts of the Listing Brokerage or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
 - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;
- B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and

ADDRESS

- C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of **3.125 % on the first \$100,000 / 1.1625% on the remainder** of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of that portion of the commission.
6. **ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:
- Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
 - Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
 - Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.
7. **THE LISTING BROKERAGE AGREES AS FOLLOWS:**
- To act only as the agent for the Seller with respect to the Property except where the Seller consents to limited dual agency (see 10 below);
 - To provide information about the Property to Cooperating Brokerages;
 - Not to accept remuneration from the buyer without the knowledge and consent of the Seller; and
 - To provide the services set out in Schedule "A".
8. **THE SELLER AGREES AS FOLLOWS:**
- To promptly advise the Listing Brokerage of, and refer to the Listing Brokerage, all inquiries for the purchase of the Property, and to deliver to the Listing Brokerage all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it; and
 - To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
9. **THE SELLER ACKNOWLEDGES AND AGREES THAT:**
- The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
 - It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list or show property of, or to have agency relationships with, other sellers;
 - It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to have agency relationships with buyers;
 - The Listing Brokerage will not be required to disclose to the Seller confidential information obtained through any agency relationship;
 - A brokerage acting only for a buyer does not owe any agency duties to the Seller; and
 - A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.
10. **LIMITED DUAL AGENCY:**
- If the Listing Brokerage is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage will seek the written consent of the Seller and the prospective buyer to continue to act as their limited dual agent to facilitate a sale of the Property.
 - Where the Seller and the prospective buyer have consented to the Listing Brokerage acting as their limited dual agent, the Listing Brokerage's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
11. **COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:**
- The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
 - for all purposes consistent with the listing, marketing and selling of the Property;
 - for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
 - for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards, governments and governmental departments and agencies, appraisers and others;
 - for compilation, retention and publication by the Board 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 the Board and other real estate boards;
 - for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
 - for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 7B and 9A; 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®*.
12. **MISCELLANEOUS PROVISIONS:**
- "Sale" includes an exchange and "sale price" includes the value of property exchanged.
 - The "term" of this Contract includes the period of any written extension.
 - Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
 - The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
 - This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
 - This Contract shall automatically end if the Listing Brokerage ceases to be licensed under the *Real Estate Services Act*.
 - "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
 - In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.
13. **ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER):** The Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date.

SIGNED, SEALED AND DELIVERED THIS 16 OF May, yr. 2011

SELLER'S SIGNATURE

SEAL BY SIGNING THIS CONTRACT THE SELLER
ACKNOWLEDGES HAVING RECEIVED, READ AND
UNDERSTOOD THE BROCHURE PUBLISHED
BY THE BRITISH COLUMBIA REAL ESTATE
ASSOCIATION ENTITLED *WORKING WITH A
REALTOR®*.

Sutton Group West Coast Realty
LISTING BROKERAGE (PRINT)

SELLER'S SIGNATURE

SEAL
Per LICENSEE'S SIGNATURE

WITNESS TO SELLER(S) SIGNATURE(S)

BROKERAGE APPROVAL

Ian Watt
LICENSEE (PRINT)

MULTIPLE LISTING CONTRACT SCHEDULE "A"

2002 - 131 Regiment Square
ADDRESS

Vancouver

PAGE 3 of 3 PAGES

Our services include:

- 10 Professionally Taken Photos
- Professionally Filmed Video & Google Street View
- Social Media Plan with Twitter, Facebook & Email
- Google Adwords Account for Your Area
- Have the Condo Personally Shown [no lockboxes]
- Listing MLS.ca and Realtor.ca
- Weekly Uploads to Craigslist and Links to Other Sites
- Marketing as per <http://www.condogo.com/MarketingYourCondoOnline>
- The sellers may cancel the listing at any date with an unconditional release

The Seller Agrees to;

- Give access to the condo between Mon - Fri from 9:00am - 8:00pm and Sat/Sun 11:00am - 5:00pm at select times
- Keep the property clean and tidy
- Remove all pets for all showings
- Provide a key and fob for the realtor
- Try their best to assist and cooperate in the sale process
- No marketing material used to promote this listing, including; photos, videos, floor plans, description or and any other item can be used after the listing is terminated, expired, or sold.
- Seller has been advised to check with all lenders regarding mortgage penalties.

564			
INITIALS			

Individual Identification Information Record

CREA

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: 2002-131 REGIMENT
VANCOUVER

Sales Representative/Broker Name: SUTTON / IAN WATT

Date: MAY 11, 2011

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: GILEN LEE

2. Address: 1701-1483 HOMER

3. Date of Birth: MAY 12 1986

4. Nature of Principal Business or Occupation: UNIVERSITY MARKETING REP.

5. Type of Identification Document*: BCDL
(must view the original, see below for list of acceptable documents)

6. Document Identifier Number: NDL 7620130

7. Issuing Jurisdiction: BC
(Provincial, Territorial, or Federal Government)

8. Document Expiry Date: MAY 12, 2014
(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.

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

PRIVACY

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate. We respect your privacy and want to ensure you understand how and why your information is collected, used and disclosed in a real estate transaction.

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:

- To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- To list your property with the Multiple Listing Service® in order to market your property.
- To market your property for sale or lease through any other media (both print and electronic).
- To help you locate a suitable property to purchase or lease.
- To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- 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® 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).
- 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).
- 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:

- Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.
- Your REALTOR® may communicate with you to provide information about other products or services which may interest you.
- Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- 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 (BCREA) website: www.bcrea.bc.ca or telephone 604.683.7702, or toll free 1.877.361.3626.

DEFINITIONS

The **Brokerage** is the real estate company under which the individual is licensed.

The **Licensee** is the managing broker, associate broker and/or representative of a Brokerage.

REALTOR® is often used interchangeably with **licensee**, **real estate agent** or **representative** and, in BC, is licensed under the *Real Estate Services Act*. A Licensee can use the term REALTOR® if he/she belongs to a local real estate board or association that enforces a strict Code of Ethics.

The **Boards** are the real estate boards and associations in whose jurisdiction the property is located and/or of which the Brokerage or the REALTOR® is a member. They are boards and associations which assist REALTORS® to market, sell or lease real estate. The Boards also provide ongoing training for their members, enforce ethical standards and help resolve disputes between members and the public.

The **Multiple Listing Service®** is a computerized database of real estate listings and sales. It is operated by the Boards in conjunction with other real estate boards and The Canadian Real Estate Association. **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.).

The **buyer/tenant** is often referred to as the purchaser.

The **seller/landlord** is often referred to as the vendor.

The **principal** is someone who has engaged a Brokerage to act for and on his or her behalf either to buy, sell or lease real estate.

The **landlord** is often referred to as the lessor.

The **tenant** is often referred to as the lessee.

This brochure has been designed to explain various types of agency relationships, the collection, use and disclosure of personal information, and to help you understand what it all means. If you are still unclear about these concepts, feel free to seek legal counsel.

I acknowledge having received and read the brochure *Working With a REALTOR®*. I understand the various types of relationships that may occur between myself and a REALTOR®.

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

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

Gi Eun Lee
INDIVIDUAL OR COMPANY NAME (PRINT)

Gi Eun Lee
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

(COMPANY ONLY) AUTHORIZED SIGNATORY (PRINT)

May 11 . yr. *2011*
DATED

ACKNOWLEDGED BY:

Sutton Grp-West Coast Realty
BROKERAGE (PRINT)

PER: LICENSEE'S SIGNATURE

Ian Watt
LICENSEE (PRINT)