



# MULTIPLE LISTING CONTRACT

## MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO.

BETWEEN: \_\_\_\_\_

AND: \_\_\_\_\_  
("LISTING BROKERAGE")

OWNER(S) ("SELLER") \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

CITY PC \_\_\_\_\_

CITY PC \_\_\_\_\_

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 \_\_\_\_\_ (Effective Date) until 11:59 pm on \_\_\_\_\_ (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:

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

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

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

### 3. TERMS OF SALE:

LISTING PRICE TERMS \_\_\_\_\_

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## ADDRESS

- 4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:
- 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”);
  - 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
  - To make agency disclosures required of the Listing Brokerage.
- 5. LISTING BROKERAGE’S REMUNERATION:** The Seller agrees:
- To pay to the Listing Brokerage a gross commission of

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:

- a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
  - 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:
    - within sixty (60) days after the expiration of the term of this Contract; or
    - 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
  - 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;
- 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
  - 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

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.

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**7. THE LISTING BROKERAGE AGREES AS FOLLOWS:**

- A. 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);
- B. To provide information about the Property to Cooperating Brokerages;
- C. Not to accept remuneration from the buyer without the knowledge and consent of the Seller; and
- D. To provide the services set out in Schedule "A".

**8. THE SELLER AGREES AS FOLLOWS:**

- A. 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
- B. 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:**

- A. 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;
- B. 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;
- C. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to have agency relationships with buyers;
- D. The Listing Brokerage will not be required to disclose to the Seller confidential information obtained through any agency relationship;
- E. A brokerage acting only for a buyer does not owe any agency duties to the Seller; and
- F. 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:**

- A. 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.
- B. 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:**

- A. 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:
  - (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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;

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- (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
- (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 7B and 9A; and
- (vii) 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:**

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. 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.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. This Contract shall automatically end if the Listing Brokerage ceases to be licensed under the *Real Estate Services Act*.
- G. "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.
- H. 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 \_\_\_\_\_ OF \_\_\_\_\_, yr. \_\_\_\_\_.

\_\_\_\_\_  
SELLER'S SIGNATURE



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*® .



\_\_\_\_\_  
LISTING BROKERAGE (PRINT)

\_\_\_\_\_  
SELLER'S SIGNATURE



Per: \_\_\_\_\_  
LICENSEE'S SIGNATURE

\_\_\_\_\_  
WITNESS TO SELLER(S) SIGNATURE(S)

\_\_\_\_\_  
BROKERAGE APPROVAL

\_\_\_\_\_  
LICENSEE (PRINT)

FOR OFFICE USE ONLY

# MULTIPLE LISTING CONTRACT SCHEDULE "A"

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