


**EXCLUSIVE
LISTING CONTRACT**

NAME OF OWNER(S) ("SELLER")

("LISTING BROKERAGE")

BETWEEN: Susan J. Garnier & Francis J. GarnierAND: Prudential United Realty

ADDRESS:

ADDRESS:

334 W. 12th Avenue, Vancouver, B.C.#201 - 2107 West 40th Avenue Vancouver, BC V6M 1T

PHONE NO.:

A MEMBER OF THE REAL ESTATE BOARD OF GREATER VANCOUVER ("BOARD")

1. **LISTING AUTHORITY AND TERM.**

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from Feb. / 8th / 2007 until 11:59 p.m. on MARCH 12th / 2007 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 the British Columbia Assessment;
- 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 Board, or any other real estate board, has been permitted by the Listing Brokerage; and
- iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property and to allow other brokerages acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Other Brokerages"), to show the Property to prospective buyers.

2. **PROPERTY**

UNIT NO.	ADDRESS OF PROPERTY	
	<u>334 W. 12th Avenue</u>	
CITY/TOWN/MUNICIPALITY	POSTAL CODE	P.I.D.
<u>Vancouver</u>	<u>V5Y 1V2</u>	<u>008-460-621</u>
LEGAL DESCRIPTION		
<u>Lot 5, BL 1, DL 526, LD 36, Plan 1530</u>		

3. **TERMS OF SALE.**

LISTING PRICE	TERMS
<u>\$920,000.00</u>	<u>All Cash</u>

4. **LISTING BROKERAGE'S REMUNERATION.** The Seller agrees:

- A. To pay to the Listing Brokerage a gross commission of 2.4% 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, an Other 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 Other 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; and
- 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.

5. **ASSIGNMENT OF REMUNERATION.** The Seller hereby irrevocably:

- A. 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; and
- B. 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 to the Listing Brokerage 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.

6. **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 9 below);
- B. To provide information about the Property to prospective buyers and Other 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".