

## YOUR RELATIONSHIP WITH A REALTOR®

Buying, selling or leasing real estate is probably the most important and potentially rewarding financial transaction you'll make in your life. So it is a good idea to take a moment and consider the kind of relationship you might be entering into with a REALTOR®. The more you know, the more satisfied you will be with the results.

REALTORS® Brokers and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate.

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.

INDIVIDUAL OR COMPANY NAME (PRINT)

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

(COMPANY ONLY) AUTHORIZED SIGNATORY (PRINT)

DATE

ACKNOWLEDGED BY:

Prudential United Realty

BROKERAGE (PRINT)

PER LICENSEE'S SIGNATURE

Ray Hunter  
LICENSEE (PRINT)

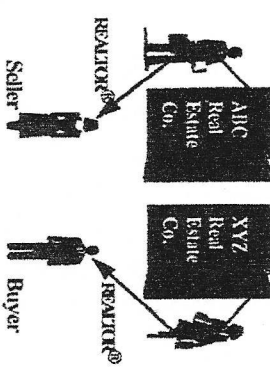
## THE AGENCY RELATIONSHIP

REALTORS® work within a legal relationship called agency. The agency relationship exists between you, the principal, and your Brokerage, the company under which the individual who is representing you, is licensed. The essence of the agency relationship is that the Brokerage has the authority to represent the principal in dealings with others.

Brokers and their Licensees are legally obligated to protect and promote the interests of their principals as they would their own. Specifically, the Brokerage has the following duties:

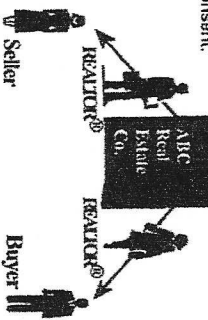
- 1) Undivided loyalty. The Brokerage must protect the principal's negotiating position at all times, and disclose all known facts which may affect or influence the principal's decision.
- 2) To obey all lawful instructions of the principal.
- 3) An obligation to keep the confidences of the principal.
- 4) To exercise reasonable care and skill in performing all assigned duties.
- 5) To account for all money and property placed in a Brokerage's hands while acting for the principal.

You can expect competent service from your Brokerage, knowing that the company is bound by ethics and the law to be honest and thorough in representing a property listed for sale or lease. Both buyer/tenant and seller/landlord can be represented by their own Brokerages in a single transaction.



## DUAL AGENCY

Dual agency occurs when a Brokerage is representing both the buyer/tenant and the seller/landlord in the same transaction. Since the Brokerage has promised a duty of confidentiality, loyalty and full disclosure to both parties simultaneously, it is necessary to limit these duties in this situation, if both parties consent.



If you find yourself involved in a dual agency relationship, before making or receiving an offer, both you and the other party will be asked to consent, in writing, to this new limited agency relationship.

This relationship involves the following limitations:

- 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 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) The Brokerage will disclose to the buyer/tenant defects about the physical condition of the property known to the Brokerage.

## WHEN THERE IS NO AGENCY RELATIONSHIP

You may also choose to use the services of a REALTOR® without having any kind of agency relationship. This might occur, for example, when you are being shown a property by the seller/landlord's agent.

The REALTOR® you choose to work with in this manner has a legal and ethical duty to provide you with accurate, honest answers to your questions and may provide all these services:

- Explain real estate terms and practices
  - Provide and explain forms used
  - Assist you in screening and viewing properties
  - Inform you of lenders and their policies
  - Identify and estimate costs involved in a transaction
  - Assist you in establishing your range of affordability
  - Prepare offers or counter-offers at your direction
  - Present all offers promptly
- A REALTOR® who is not your agent cannot:
- Recommend or suggest a price
  - Inform you of his/her principal's top/bottom line
  - Disclose any confidential information about his/her principal unless otherwise authorized

You should not provide a REALTOR® who is not your agent with any information that you would not provide directly to his or her principal.

## AGENCY ACKNOWLEDGEMENT

Agency acknowledgement clauses such as the following will be used in the Contract of Purchase and Sale or the Offer to Lease:

The seller/landlord has an agency relationship with \_\_\_\_\_ (Brokerage) and \_\_\_\_\_ (Licensee)

The buyer/tenant has an agency relationship with \_\_\_\_\_ (Brokerage) and \_\_\_\_\_ (Licensee)

The buyer/tenant and the seller/landlord have consented to a limited dual agency relationship with \_\_\_\_\_ (Brokerage) and \_\_\_\_\_ (Licensee)

\_\_\_\_\_ (Licensee) and \_\_\_\_\_ (Licensee) having signed a Limited Dual Agency Agreement dated \_\_\_\_\_, yr. \_\_\_\_\_

Members of the public are aware that in most cases properties offered for sale or lease by members of the real estate industry have a commission or fee that the seller/landlord has agreed to pay to the Listing Brokerage. The Listing Brokerage traditionally shares this commission/fee with the Cooperating Brokerage. Commission and fee may vary.

# PROPERTY DISCLOSURE STATEMENT RESIDENTIAL



13TH.

Date of disclosure: February 8, 2007

The following is a statement made by the seller concerning the property located at:

**ADDRESS** ▶ 334 W. 12th Avenue, Vancouver, B.C.

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.

THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.

1. GENERAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are the premises connected to a public sanitary sewer system?	sg			
B. Are the premises connected to a public water system?	sg			
C. Are the premises connected to a private or a community water system?		sg		
(i) If yes, are you aware of any problems with the private or community water system?				
D. Is the property serviced by a private well?		sg		
(i) If yes, are you aware of any problems with the private well?				
E. Is the property serviced by a septic system/lagoon?		sg		
(i) If yes, are you aware of any problems with the septic system/lagoon?				
(ii) If the system was installed after May 31, 2005, are maintenance records available?				
F. Do the premises contain unauthorized accommodation?		sg		
G. Are you aware of any underground oil storage tank(s) on the property?		sg		
H. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?		sg		
I. Are you aware of any current or pending local improvement levies/charges?		sg		
J. Have you received any other notice or claim affecting the property from any person or public body?		sg		
K. Are there any equipment leases or service contracts; i.e., security systems, water purification, etc.?	sg			
L. Were these premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , with construction commencing, or a building permit applied for, after July 1, 1999? (If so, attach required Owner Builder Declaration and Disclosure Notice.)			sg	
M. Are these premises covered by third party "home warranty insurance"?	sg	sg		
<b>2. STRUCTURAL</b>	<b>YES</b>	<b>NO</b>	<b>DO NOT KNOW</b>	<b>DOES NOT APPLY</b>
A. To the best of your knowledge, are the exterior walls insulated?	sg			
B. To the best of your knowledge, is the ceiling insulated?	sg			
C. To the best of your knowledge, have the premises ever contained asbestos insulation?		sg		
D. Has a final building inspection been approved or a final occupancy permit been obtained?	sg			
E. Has the wood stove/fireplace insert installation been approved by local authorities?				sg
F. Are you aware of any additions or alterations made without a required permit and final inspection?		sg		

  
 INITIALS

ADDRESS ► 334 W. 12th Avenue, Vancouver, B.C.

2. STRUCTURAL: (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
G. Are you aware of any additions or alterations made in the last sixty days?		SE	/	/
H. Are you aware of any structural problems with the premises or other buildings on the property?		SE	/	/
I. Are you aware of any problems with the heating and/or central air conditioning system?		SE	/	/
J. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?	SE		/	/
K. Are you aware of any damage due to wind, fire or water?		SE	/	/
L. Are you aware of any infestation or unrepaired damage by insects or rodents?		SE	/	/
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: <u>5+-</u> years)		SE	/	/
N. Are you aware of any problems with the electrical system?		SE	/	/
O. Are you aware of any problems with the plumbing system?		SE	/	/
P. Are you aware if the premises or property have been used as a marijuana grow operation or to manufacture illegal drugs?		SE	/	/
Q. Are you aware of any problems with the swimming pool and/or hot tub?			/	SE

3. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary.)

\* J. Sump pump - To remove water from the rear of property, during heavy rain fall.

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ INFORMATION ON THE REVERSE SIDE OF THIS FORM

Susan J. Garnier Susan Garnier Francis J. Garnier Francis Garnier  
 SELLER(S) SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the 14th day of February yr. 2007. The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries. The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an inspection service of the buyer's choice.

[Signature] BUYER(S) [Signature] BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the property.